

AGENDA

Major Projects Committee

September 10, 2009

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Gary Ovitt, Supervisor
County of San Bernardino

Rhodes "Dusty" Rigsby,
Mayor Pro Tem
City of Loma Linda

Vice-Chair

Bea Cortes, Council Member
City of Grand Terrace

Dennis Yates, Mayor
City of Chino

Paul M. Eaton, Mayor
City of Montclair

Ed Scott, Council Member
City of Rialto

Gwenn Norton-Perry, Council Member
City of Chino Hills

Alan Wapner, Council Member
City of Ontario

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Diane Williams, Council Member
City of Rancho Cucamonga

Neil Derry, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Josie Gonzales, Supervisor
County of San Bernardino

Larry McCallon, Council Member
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

September 10, 2009
9:00 a.m.

LOCATION:
Santa Fe Depot
The Super Chief Room

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of September 10, 2009 **Pg. 9**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster **Pg. 12**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Consent Calendar Cont...

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP and Riverside Construction Co.** Pg. 16

Review and ratify change orders. **Garry Cohoe**

Discussion Calendar

4. **Transportation Design-Build Information** Pg. 25

Receive information on the design-build legislation. **Garry Cohoe**

5. **Amendment No. 3 to Contract No. 03-029 with William and Yvonne Cheesman for I-10 Construction field office space** Pg. 29

Approve Amendment No. 3 to Contract No. 03-029 with William and Yvonne Cheesman extending by twenty (20) months the existing lease for construction field office space for the Interstate 10 Westbound Widening project under existing terms. Total cost for this lease extension is \$72,503.

Garry Cohoe

6. **Disposition of Property for State Street/University Parkway Grade Separation project in the City and County of San Bernardino** Pg. 34

Authorize SANBAG's President to execute no cost quick claim deeds, upon approval of the deeds by SANBAG Legal Counsel for the transfer of property listed in attached Exhibit A, which were acquired for the State Street/University Parkway Grade Separation Project and are held in the name of San Bernardino County Transportation Commission, to the City and County of San Bernardino. **Garry Cohoe**

7. **I-10 Westbound Widening Construction Management Services** Pg. 37

Award Professional Services Contract No. C10019 in an amount not-to-exceed \$4,381,583 to Athalye Consulting Engineering Services, Inc. for Construction Management, Materials Testing and Construction Surveying services in support of the I-10 Westbound Widening Project.

Garry Cohoe

8. **Contract Amendment No. 1 to Contract C09092 with RMC Inc. (RMC) for I-10 Tippecanoe Plans, Specifications, & Estimates (PS&E) Phase engineering services** Pg. 64

Approve Amendment No. 1 to Contract C09092 with RMC Inc. for PS&E engineering services for an additional \$3,947,981 plus \$352,300 for contingencies, increasing the total contract value to \$5,498,765.

Garry Cohoe

9. **I-10 Riverside Avenue Interchange Reconstruction** Pg. 127

Allow construction Contract No. C10007 for the I-10/Riverside Avenue Interchange reconstruction to proceed directly to the Board of Directors for approval to award the contract without prior Major Projects Committee approval. **Garry Cohoe**

10. **Model Project Funding Agreement for use in the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Grade Separation Sub-program, and Mountain/Desert Major Local Highways Programs** Pg. 129

Approve the Model Project Funding Agreement for use in the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Grade Separation Sub-program, and Mountain/Desert Major Local Highways Programs (Attachment 1 – to be provided under separate cover). **Ty Schuiling**

11. **Model Advance Expenditure Agreement for the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Rail-Highway Grade Separation Sub-program, and Victor Valley Major Local Highways Program** Pg. 131

Approve the Model Advance Expenditure Agreement for the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Rail-Highway Grade Separation Sub-program, and the Victor Valley Major Local Highways Program (Attachment 1 – to be provided under separate cover). **Ty Schuiling**

12. **Model Development Mitigation Cooperative Agreement** Pg. 133

Approve the model Development Mitigation Cooperative Agreement for adaptation and use by local jurisdictions **Ty Schuiling**

13. **Additional Items from Committee Members**

- 14. Brief Comments by General Public
- 15. Director's Comments
- 16. Acronym Listing

Pg. 146

ADJOURNMENT

**The next Major Projects Committee
Meeting is October 15, 2009.**

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: September 10, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	06-001	Atkinson Contractors Scott Lyon Kent Reiman	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunitite ACL

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Approved
Major Projects Committee

Date: September 10, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (Cont.)	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Company Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
3-B	C08004	Riverside Construction Co. <i>George J. Olivo</i>	ACL Construction Area West Fence American Steel Placer Avar Construction Calmex Engineering CP Construction Foundation Pile Inc. Marina Landscape
5	C03029-03	William and Yvonne Cheesman <i>William and Yvonne Cheesman</i>	None
7	C10019	Athalye Consulting Engineering Services, Inc. <i>Ashok Athalye</i> <i>David Tiberi</i>	MARRS Services David Evans & Associates Converse Consultants Arellano Associates

8	C09092	RMC Inc. <i>Jamal Salman</i>	DMJM Harris LSA Associates David Evans & Associates Earth Mechanics, Inc. Global Environmental Network Inc. LDP Design Group PQM, Inc.
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Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X			X	X	X	X				
John Pomierski City of Upland	X	X	X	X	X	X	X	X				
Paul Biane Board of Supervisors	X		X	X	X	X		X				
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X				
Rhodes “Dusty” Rigbsby City of Loma Linda	X	X	X		X		X	X				
Bea Cortes City of Grand Terrace	X	X		X	X	X	X	X				
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X				
Josie Gonzales Board of Supervisors			X			X		X				
Neil Derry Board of Supervisors		X	X	X	X	X	X	X				
Larry McCallon City of Highland	X	X		X	X	X	X	X				
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X	X				
Gwenn Norton-Perry City of Chino Hills			X				X					
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X				
Gary Ovitt Board of Supervisors					X	X	X	X				

X = Member attended meeting.
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Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X				
Ed Scott City of Rialto	X	X		X	X		X	X				
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X				
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X				
Dennis Yates City of Chino	X	X		X		X	X	X				

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X		X	X		X	X		X	X	X
John Pomierski City of Upland	X	X	X	X	X	X		X	X	X	X	X
Paul Biane Board of Supervisors	X	X	X		X	X						
Kelly Chastain City of Colton	X	X	X	X	X		X	X	X	X	X	X
Robert Christman City of Loma Linda	X	X	X	X	X	X						
Rhodes "Dusty" Rigbsby City of Loma Linda							X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X		X	X	X	X	X
Pat Gilbreath City of Redlands	X	X		X	X	X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X			X	X	X
Dennis Hansberger Board of Supervisors		X	X	X		X	X		X	X	X	
Neil Derry Board of Supervisors												
Larry McCallon City of Highland		X	X		X		X		X	X		X
Patrick Morris City of San Bernardino		X	X	X	X	X		X		X	X	X
Gwenn Norton-Perry City of Chino Hills				X								X

X = Member attended meeting. * = Alternate member attended meeting. Empty box = Member did not attend meeting. Shaded box = Not a member at the time.

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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors				X	X		X		X			X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X		X	X	X
Grace Vargas City of Rialto	X				X	X	X	X		X	X	X
Paul Leon City of Ontario	X	X		X	X	X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X			X	X	X	X	X	X	X

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: September 10, 2009

Subject: Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP and Riverside Construction Co.

Recommendation: Review and ratify change orders.

Background: Of SANBAG's twelve on-going construction contracts, two of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:

- A. CN 06-001 with Atkinson Contractors, LP for construction of the I-10 Median Mixed-Flow Lane project: CCO No. 53 (at no cost/no credit to SANBAG, the irrigation system training requirements were revised to occur after Plant Establishment, rather than prior to the start of Plant Establishment); and CCO No. 53, Supplement 1 (an adjustment of contract time only, to give the contractor an additional 47 working days, due to the irrigation system training occurring after Plant Establishment, rather than prior to Plant Establishment).
- B. CN C08004 with Riverside Construction Co. for construction of the Ramona Avenue/UPRR Grade Separation project: CCO No. 10 (\$85,063.48 increase to construct a vertical offset to an existing 30" water line, in order to clear the 24" sewer line at the intersection of Ramona Avenue and State Street); CCO No. 17 (\$141,401.00 increase to perform potholing to locate underground utilities, install 16" diameter CIDH piles, dispose soiled materials from the drilling

Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

operation, perform additional flagging as required by UPRR, and install larger shoring due to the revised footings at Bent #3); and CCO No. 19 (\$14,450.00 increase to construct the revised footings at Bent #2, including additional excavation, backfill, concrete, bar reinforcement, concrete piles and pre-drilling for the concrete piles).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 86010000 and TN 87210000.

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Updated: 8/28/2019

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>													
1	CONTROL ...	EWFA	0	\$35,000.00		\$35,000.00	\$3,611,046.00	11/09/05	11/10/05 11/28/05	12/02/05 11/10/05	12/07/05 01/18/06	01/18/06	Approved & Implemented
1S1	RESTRIPE 1-10 EB (1-FT SHIFT) - MAINTAIN ROADWAY/TRAFFIC	EWLS	0	\$35,000.00		\$35,000.00	\$3,576,046.00	09/28/06	09/28/06 10/17/06	09/28/06 11/27/06	10/19/06 12/11/06	12/11/06	Approved & Implemented
1S2	ADDITIONAL FUNDS (CCO #1)	EWFA	0	\$33,600.00		\$33,600.00	\$3,542,446.00	02/01/07	02/14/07	02/08/07 02/13/07	02/08/07 02/14/07	02/14/07	Approved & Implemented
2	TRAINING	ACUP	0	\$25,000.00		\$25,000.00	\$3,517,446.00	11/09/05	11/10/05 12/29/05	11/10/05 12/02/05	12/07/05 01/18/06	01/18/06	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL SYSTEMS	EWFA	0	\$8,800.00		\$8,800.00	\$3,508,646.00	11/09/05	11/10/05 11/28/05	11/10/05 12/02/05	12/07/05 01/18/06	01/18/06	Approved & Implemented
3S1	ADDITIONAL FUNDS	EWFA	0	\$10,000.00		\$10,000.00	\$3,498,646.00	05/18/06	05/23/06	05/18/06 05/15/06	05/18/06 05/23/06	05/23/06	Approved & Implemented
3S2	ADDITIONAL FUNDS	EWFA	0	\$20,000.00		\$20,000.00	\$3,478,646.00	04/29/08	05/08/08	04/29/08	04/29/08 05/07/08	05/27/08	Approved & Implemented
4	MAINTAIN EXISTING IRRIGATION SYSTEMS	EWFA	0	\$30,000.00		\$30,000.00	\$3,448,646.00	11/09/05	11/10/05 11/28/05	11/10/05 12/02/05	12/07/05 01/18/06	01/18/06	Approved & Implemented
4-S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00		\$30,000.00	\$3,418,646.00	05/18/06	05/23/06	05/18/06 05/30/06	05/18/06 05/23/06	05/23/06	Approved & Implemented
4-S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00		\$30,000.00	\$3,388,646.00	09/13/07	n/a	09/13/07 09/13/07	09/13/07 09/18/07	09/18/07	Approved & Implemented
4-S3	ADDITIONAL FUNDS	EWFA	0	\$55,000.00		\$55,000.00	\$3,333,646.00	05/18/06	05/23/06	05/18/06 05/30/06	05/18/06 05/23/06	05/23/06	Approved & Implemented
4-S4	ADDITIONAL FUNDS	EWFA	0	\$100,000.00		\$100,000.00	\$3,233,646.00	05/18/06	05/23/06	05/18/06 05/30/06	05/18/06 05/23/06	05/23/06	Approved & Implemented
5	GRAFFITI REMOVAL	EWFA	0	\$45,000.00		\$45,000.00	\$3,188,646.00	05/29/09	N/A	N/A	06/03/09 06/10/09	06/10/09	Approved & Implemented
6	REVISED CL PROFILE	EWFA	0	\$10,000.00		\$10,000.00	\$3,178,646.00	02/13/06	02/13/06 02/21/06	02/13/06 02/20/06	03/01/06 04/04/06	04/04/06	Approved & Implemented
7	ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	EWFA	0	\$12,000.00		\$12,000.00	\$3,166,646.00	11/21/05	11/21/05 11/28/05	11/21/05 12/01/05	02/16/06 03/01/06	03/01/06	Approved & Implemented
8	ENCROACHMENT PERMIT FEE	EWLS	0	\$5,350.00		\$5,350.00	\$3,161,296.00	11/30/05	12/02/05 12/08/05	12/02/05 04/04/06	02/16/06 03/01/06	03/01/06	Approved & Implemented

I-10 Median Mixed-Flow Lane Addition

San Bernardino Associated Governments

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Contract No. 06-001

(Updated: 3/28/2009)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO FROM	CT TO FROM	SAN-BAG Approval TO FROM	DATE APPROVED	STATUS, REMARKS
9	LOW EXPANSION MATERIALS	ACLS	0	-\$85,093.00	0.00%		Revised >> \$364,657.00 \$ 3,246,389.00	01/06/06	01/10/06	04/04/06	02/16/06 03/01/06	03/01/06	Approved & Implemented
10	SALVAGE BRIDGE RAILING (2000 LF)	ACLS	0	\$7,873.22	0.00%			09/08/08	09/08/08 10/02/08	09/08/08	10/02/08 10/07/08	10/07/08	Approved & Implemented
11	SALVAGE MBGR (Including THRIE BEAM) (Closed at NO COST)	ACLS	0	\$0.00	0.00%			10/07/08	10/07/08				CLOSED at NO COST
12	SWPPP MAINTENANCE SHARING	EWFA	0	\$33,300.00	0.00%			01/10/06	01/19/06	01/10/06	02/16/06 03/01/06	03/01/06	Approved & Implemented
13	ELECTRICAL CHANGES BY CALTRANS	ACLS		\$33,300.00	0.00%			10/23/06	10/24/06 01/02/07	01/04/07	01/04/07 01/07/07	01/07/07	Approved & Implemented
14	ADDITIONAL CONCRETE REMOVAL - DSC	EWLS	0	\$6,323.10	0.00%			06/23/06	07/06/06	06/23/06	07/07/06 07/14/06	07/14/06	Approved & Implemented
15	ELECTRICAL & WATER METER SERVICE INSTALLATION & PERMIT FEES	ACLS	0	\$20,336.00	0.00%			04/19/06	04/21/06	04/19/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
15S1	INSTALL ADDITIONAL CONDUIT CROSSING FOR IRRIGATION CONTROLLERS	EWUP		\$3,824.30	0.00%			10/31/06	02/20/07	02/13/07	02/13/07 02/20/07	02/20/07	Approved & Implemented
16	PIER WALL - TEMPORARY BRACING	ACLS	0	\$5,316.00	0.00%			04/14/06	04/18/06	04/14/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
17	CITRUS ABUT FOOTING	ACLS	0	\$9,882.00	0.00%			05/11/06	05/18/06	05/11/06	05/19/06 05/23/06	05/23/06	Approved & Implemented
18	ANDERSON DRILLING - DIFFERING SITE CONDITIONS (Closed at NO COST)	ACLS	0	\$0.00	0.00%								CLOSED at NO COST
19	CHURCH ST UC - FALSEWORK CHANGES	ACLS	0	\$4,000.00	0.00%			04/14/06	04/18/06	04/14/06	05/02/06 05/04/06	05/04/06	Approved & Implemented
20	"REVISED" STAGE 3 - TRAFFIC HANDLING PLANS (NO COST Change)	No Cost	0	\$0.00	0.00%			09/30/06	09/25/06	09/30/06	09/25/06 10/02/06	10/02/06	Approved & Implemented
21	TEMPORARY SUPPORTS DELETION	ACLS	0	\$0.00	0.00%			10/30/06	10/31/06	10/31/06	10/31/06 06/01/06	11/09/06	Approved & Implemented
22	SUPPLEMENTAL LANDSCAPE MAINTENANCE (PE)	EWUP	0	\$25,830.00	0.00%			06/29/06	08/03/06	08/04/06	08/04/06 10/16/06	10/16/06	Approved & Implemented

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 5/28/2009)

COO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
23	MISCELLANEOUS STRUCTURAL FIELD CHANGES	EWFA	0	\$10,000.00	0.02%	\$483,623.62 \$	3,127,422.38	08/10/06	08/10/06 08/21/06	08/10/06 08/10/06	08/22/06 09/14/06	09/04/06	Approved & Implemented
23S1		EWFA	0	\$15,000.00	0.04%	\$498,623.62 \$	3,112,422.38	04/17/07	05/01/07 not requ	04/22/07 04/24/07	04/24/07 04/27/07	04/27/07	Approved & Implemented
23S2		EWFA	0	\$20,000.00	0.05%	\$518,623.62 \$	3,092,422.38	11/27/07	11/30/07 not requ	11/27/07 11/28/07	11/27/07 11/28/07	11/27/07	Approved & Implemented
24	CHANGE TO #19 REBAR COUPLER FROM #18 REBARS AT CLOSURE POURS	ACLS	Del	\$5,705.23	0.01%	\$524,328.85 \$	3,086,717.15	10/06/08	10/06/08 10/09/08		10/06/08 10/08/08	10/26/08	Approved & Implemented
25	MISC. PCC PAVING FIELD CHANGES	ITEMS ACLS ACLS EWFA various	0 0 0 0 0	\$12,500.00 \$3,982.46 \$5,000.00 \$2,340.27	0.01%	\$536,069.12 \$	3,074,376.88	04/23/07	04/23/07 10/09/07	04/23/07 04/23/07	04/23/07 04/23/07	10/16/07	Approved & Implemented
26	CONFINED SPACE ENTRY - LOOKOUT PERSON	EWFA	0	\$10,000.00	0.02%	\$536,069.12 \$	3,074,376.88	10/23/06	10/23/06 11/06/06	10/24/06 10/30/06	11/09/06 11/16/06	12/06/06	Approved & Implemented
27	SUBSTITUTE 75% min BUTT WELDS WITH MECHANICAL SERVICE SPLICES	ACLS	0	\$0.00	0.00%	\$536,069.12 \$	3,074,376.88	10/23/06	10/24/06 11/06/06	10/24/06 10/30/06	11/09/06 11/16/06	12/06/06	Approved & Implemented
28	JITT FOR PCC PAVING (60% shared cost excludes mark-ups)	EWFA	0	\$4,500.00	0.01%	\$541,169.12 \$	3,069,876.88	11/28/06	12/05/06 12/06/06	12/06/06 12/07/06	12/06/06 11/16/06	12/06/06	Approved & Implemented
29	STRUCTURE APPROACH SLAB MISC DETAIL REVISIONS	ACLS	0	\$0.00	0.00%	\$541,169.12 \$	3,069,876.88	07/27/07	10/09/07 07/27/07	07/27/07 07/28/07	10/10/07 10/16/07	10/16/07	Approved & Implemented
30	SCE SERVICE FEES	EWFA	0	\$3,000.00	0.01%	\$544,169.12 \$	3,066,876.88	05/11/07	06/25/07 05/11/07	05/25/07 05/25/07	06/29/07 07/03/07	07/03/07	Approved & Implemented
31	MISC DRAINAGE CHANGES	EWFA	0	\$15,000.00	0.04%	\$559,169.12 \$	3,051,876.88	06/11/07	06/29/07 06/11/07	06/13/07 06/13/07	06/29/07 07/03/07	07/03/07	Approved & Implemented
32	SOUNDWALL BLOCKS - WEIGHT LIMITATIONS	No Cost	0	\$0.00	0.00%	\$559,169.12 \$	3,051,876.88	08/24/07	08/30/07 08/24/07	08/24/07 08/24/07	08/24/07 08/24/07	08/24/07	Approved & Implemented
33	BURIED MAN-MADE OBJECTS AND LOCATING FACILITIES	EWFA	0	\$20,000.00	0.05%	\$579,169.12 \$	3,031,876.88	06/21/07	06/27/07 06/21/07	06/25/07 06/25/07	06/29/07 07/03/07	07/03/07	Approved & Implemented
34	ADD DS 36 AND OTHER DRAINAGE CHANGES	ITEM FA	0	\$24,548.00 \$10,000.00	0.08%	\$613,718.12 \$	2,997,327.88	08/07/07	09/18/07 08/07/07	09/13/07 09/13/07	09/18/07 09/18/07	09/18/07	Approved & Implemented
35	SW 158 DIFFERING SITE CONDITION	ACLS		\$124,818.64	0.50%	\$738,536.76 \$	2,872,509.24	04/11/08	04/15/08 04/11/08	04/01/08 04/01/08	04/17/08 04/26/08	04/26/08	Approved & Implemented
36	REMOVE AND REPLACE DITS	ITEM	0	\$8,825.00	0.03%	\$747,361.76 \$	2,863,684.24	08/23/07	08/30/07 09/04/07	08/15/07 08/15/07	09/04/07 09/04/07	09/04/07	Approved & Implemented

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 8/28/2009)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS, REMARKS
37	FACILITATE EARLY OPENING OF FREEWAY	ACFA ACLS	0	\$15,000.00 \$4,830.00 \$19,830.00	0.05%	\$767,191.76 \$	2,843,854.24	11/02/07	11/02/07	11/02/07	11/05/07	11/07/07	Approved & Implemented
38	MBGR TRANSITION RAILING (TYPE WB) UPGRADE AT BRIDGE RAILING	EWFA	Def	\$25,000.00	0.06%	\$792,191.76 \$	2,818,854.24	11/16/07	11/16/07	01/22/08	01/23/08	01/23/08	Approved & Implemented
38-S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00				04/21/08	05/08/08	04/21/08	04/21/08	05/07/08	Approved & Implemented
39	ADDITIONAL JOINT SEAL AND REPAIR	ITEM EWFA	Def	\$30,000.00 \$46,500.00 \$10,000.00	0.37%	\$822,191.76 \$	2,788,854.24	11/16/08	11/27/07	11/16/07	01/22/08	01/23/08	Approved & Implemented
39-S1	ADDITIONAL JOINT SEAL AND REPAIR	EWFA	Def	\$56,500.00	0.14%	\$878,691.76 \$	2,732,354.24	05/12/08	05/20/08	05/12/08	05/12/08	05/19/08	Approved & Implemented
40	EXISTING PAVEMENT REPAIR	EWFA	Def	\$35,000.00				12/13/07	12/14/07	12/14/08	05/07/08	01/23/08	Approved & Implemented
40 S1	EXISTING PAVEMENT REPAIR (ADDITIONAL FUNDS)	EWFA		\$35,000.00 \$50,000.00 \$50,000.00	0.06%	\$913,691.76 \$	2,697,354.24						Approved & Implemented
41	MODIFY EB LANE DROP TAPER	EWFA	Def	\$40,000.00 \$30,000.00	0.12%	\$963,691.76 \$	2,647,354.24	01/15/08	01/15/08	01/15/08	01/22/08	01/23/08	
42	ADJUSTMENT OF COMPENSATION FOR IRRIGATION MATERIALS	ACLS	0	\$30,000.00 \$1,709.62	0.07%	\$1,033,691.76 \$	2,607,354.24	01/15/08	01/15/08	01/15/08	01/22/08	01/23/08	Approved & Implemented
43	EROSION CONTROL (TYPE D)	ACUP	Def	\$1,709.62 \$15,598.20	0.06%	\$1,035,401.38 \$	2,575,644.62	01/15/08	01/15/08	01/15/08	01/22/08	01/23/08	Approved & Implemented
44		EWFA		\$15,598.20	0.34%	\$1,050,999.58 \$	2,560,046.42	01/15/08	01/15/08	01/15/08	01/22/08	01/23/08	Approved & Implemented
44	ADDITIONAL SIGNS	EWFA		\$65,000.00				06/03/08	06/03/08	06/03/08	06/15/08	06/23/08	Approved & Implemented
44 S-1		No Cost		\$0.00		\$1,115,999.58 \$	2,495,046.42	01/25/08	01/25/08	01/25/08	01/29/08	02/03/08	Approved & Implemented
45	CLOSEOUT OF VARIOUS DEFERRED TIME CCO'S	No Cost	43	\$0.00	0.36%	\$1,115,999.58 \$	2,495,046.42						Approved & Implemented

Contract No. 06-001

Updated: 3/23/2012

[illegible]

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

ITEM NO.	SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK			Total
	\$ Overrun	\$ Balance	CCO NO.	
		\$75,553.26		\$253,646.14
This Amount (\$ Balance) is taken from the Summary of Completed Items of WORK in the Project Status form.			This Amount (\$ Balance) is taken from the Summary of Completed CCOs in the Project Status form.	As of Est. 45 (PFE)

RAMONA PROJECT
CONTRACT No. 08-004

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated:06-22-09)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT/FHWA Concurrence TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$668,000.80																
1	Installing Temporary Street Lighting on Kimberly Ave. Extend the existing 2" SL	LS	0	\$14,064.81					12/20/08	12/23/08			12/20/08	2/3/09	2/3/09	Approved & Implemented
1 SUPPL #1	Installing additional Temporary Street Lighting on Kimberly Ave.	EWAF	0	\$10,000.00	0.15%	\$14,064.81	\$53,935.99		5/21/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
2	Compensating the Contractor for additional work to be performed on Kimberly AVE	EWFA ITEM	0	\$10,000.00	0.12%	\$24,064.81	\$43,935.99		3/19/09	3/12/09			3/23/09	3/24/09	3/24/09	Approved & Implemented
3	Compensating the Contractor for additional work to be performed on State Street extend the limit of	ITEM EWFA	0	\$44,630.00	0.23%	\$18,690.00	\$81,255.99		2/25/09	3/10/09			3/24/09	3/24/09	3/24/09	Approved & Implemented
4	An alignment conflict, not identified on the contract plan sheet 12 of 35. 24" RCP S/D	EWFA	0	\$3,046.41	0.17%	\$105,374.81	\$62,625.99		3/18/09	3/10/09			3/24/09	3/11/09	3/24/09	Approved & Implemented
5	Compensating the Contractor for delay Cost. An Unidentified and unmarked 2" steel line.	EWFA	0	\$3,046.41	0.04%	\$108,421.22	\$59,579.58		3/19/09	3/10/09			3/24/09	3/24/09	3/24/09	Approved & Implemented
6	Modifying 24" Storm Drain on Ramona Ave and Dale Street.	ITEM	0	\$13,459.10	0.01%	\$109,256.46	\$58,744.34		3/17/09	3/16/09			3/24/09	3/24/09	3/24/09	Approved & Implemented
6 SUPPL #1	Modifying the Catch Basin #4 on Ramona & constructing junction structure at 25+89	ITEM EWFA	0	\$7,000.00	-0.16%	\$95,797.36	\$72,203.44		6/9/09	6/11/09			7/7/09	7/9/09	7/9/09	Approved & Implemented
7	Realignment of the 8" sewer line at Dale Street.	ITEM	0	\$544.00	0.12%	\$105,797.36	\$62,203.44		3/19/09	3/10/09			3/24/09	3/24/09	3/24/09	Approved & Implemented
8	Final Changes of 30" waterline at Dale & Camulos	LS ITEM	0	\$66,962.00	-0.01%	\$105,253.36	\$72,747.44		4/2/09	4/2/09			4/6/09	4/7/09	4/7/09	Approved & Implemented
9	Compensating Contractor for an additional 30" Butterfly Valve.	ITEM	0	\$24,000.00	0.88%	\$182,488.36	\$95,512.44		3/18/09	3/18/09			3/24/09	3/24/09	3/24/09	Approved & Implemented
10	Construct vertical offset to existing 30" water line.	EWLS EWFA	0	\$60,063.48	0.28%	\$206,488.36	\$67,512.44		8/17/09	8/17/09			8/21/09	8/22/09	8/21/09	Approved & Implemented
11	Temporary water services to auto repair businesses	EWFA	0	\$8,500.00	0.88%	\$291,551.84	\$58,448.96		5/28/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
12	Additional drainage system on Ramona West of Dale	EWFA ITEM	0	\$8,500.00	0.10%	\$300,051.84	\$77,948.96		5/28/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
13	Utility Opening On Bridge	EWFA	0	\$3,000.00	0.08%	\$306,963.84	\$71,036.96									Not Approved Yet
14	Modify the 24" Sewer Line & Manholes At Ramona and State	EWFA ITEM	0	\$110,000.00	0.04%	\$416,963.84	\$57,236.96		5/7/09	5/7/09			7/16/09	7/9/09	7/9/09	Approved & Implemented
15	Abandon 8" water line on Brooks Street, remove 2 fire hydrants and 3 meters	EWFA	0	\$35,240.00	0.46%	\$347,163.84	\$27,036.96		5/28/09	5/28/09			6/4/09	6/16/09	6/16/09	Approved & Implemented
				\$35,240.00	0.41%	\$382,403.84	\$91,796.96									Approved & Implemented

(Updated:06-22-09)

[illegible]

(For use towards the job completion)

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK			
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.
This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form.			
		\$ Overrun	\$ Balance
			Total Overrun
			\$0.00

As of Est. 9 (05/26/09).
Prepared on 06/22/09.

This Amount (\$ Balance) is taken from the Summary of Completed CCOs in the Project Status form.

SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, swba..)	
This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>>	

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 4

Date: September 10, 2009

Subject: Transportation Design-Build Information

Recommendation:* Receive information on the design-build legislation.

Background: **This agenda item is for information purposes only.** On February 20, 2009, Senate Bill 4 (SBX2 4) was signed by Governor Schwarzenegger which amended the California Public Contract Code (Public Contract Code Section 6805 et seq.) and established the state's transportation Design-Build Demonstration Program. The intent of the design-build program is to evaluate the potential for reduced costs, expedited project completion, and design innovations that are typically associated with design-build projects. Under the design-build program, the California Transportation Commission (CTC) is allowed to authorize up to 15 design-build transportation projects, of which 10 are designated for California Department of Transportation (Caltrans) projects and 5 are designated for local transportation entities or Regional Transportation Planning Agencies (RTPA). Based on draft CTC guidelines, the five local transportation/RTPA projects can be on the State Highway System. For projects on the State Highway System, a legal opinion has not been agreed to on the intent of the legislative language stating that Caltrans shall be the responsible agency for project development. Currently it is planned that the CTC will authorize the design-build projects on a first-come, first-served basis, preferably after the environmental document has been

*

Approved
Major Projects Committee

Date: September 10, 2009

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

approved. The CTC are scheduled to consider these design-build guidelines at their August meeting.

The design-build method of procurement is defined as procuring a single contract with one firm (or a team of firms) that both designs and builds the project. The design-build process is different from the traditional “design-bid-build” method of procuring separate contracts in which the project is first designed and then subsequently constructed by another firm.

Design-build projects are governed by “performance specifications”. Performance specifications are standards and criteria established by Caltrans and SANBAG early in the process in which the design-build team is expected to abide by. These specifications establish clear expectations about the project, but at the same time, provide flexibility in design and construction.

The design-build designer/contractor is selected using either the lowest bid or best value; the legislation, requests the CTC assist in determining whether the lowest bid or best value is the most appropriate method of designer/contractor selection per design-build project in the California.

Typical Benefits of the Design-Build Process

Design-build contracts have several advantages over traditional methods. Key advantages are listed and summarized below:

1. **Streamlined Delivery Schedule** – The completion of the project would occur much quicker since design and construction activities overlap. Time savings can be attributed to a substantial reduction of re-design work as part of the traditional iterative design process. *According to a Design-Build Effectiveness Study conducted by FHWA (Jan 2006), design-build projects in Arizona were delivered up to 500 days faster than conventional design-bid-build projects*
2. **Innovation/Constructability** - The design-build process could result in innovative approaches that could reduce costs and/or enhance the overall value of the transportation facility. The design-build team is tasked with developing constructability solutions to keep the project moving forward. *These innovative approaches could reduce cost, improve the schedule, and minimize impacts to the public.*
3. **Cost Control** – Cost control can occur through a higher level of control the contractor has of the project design as it relates to cost and construction. Additionally, the concurrent design with construction limits the risks related to omissions and errors that typically result in unexpected costs. For the client to realize the savings of successful cost control, the performance specifications have to be thorough and complete.

4. Single Point Responsibility and designer/contractor continuity – Design-build offers the convenience of managing only point source for the design and construction of the project. Additionally, shared responsibility for the success of the project and maintaining project costs rests with the engineers and contractors of the design-build team. This shared responsibility results in a coordinated approach and enhanced cooperation and problem solving between the design and construction teams.
5. Benefits to the local economy – A design-build project would allow a project to begin construction much sooner – construction that would create jobs and have other beneficial effects to the local and regional economy.

Typical Risks of the Design-Build Process

1. Project Design – Since the design-build process goes without the traditional iterative design process, unless the contract is crafted properly, there may be fewer opportunities for a careful inspection of the project plans. Additionally, since design-build projects are based on performance criteria, the possibility also exists that the final product may not include every detail the client envisioned. Thorough performance specifications would address this risk.
2. Cost – If best value is determined to be the most appropriate method of designer/contractor selection, SANBAG may not obtain the lowest cost for the construction of the facility since the contract is typically entered by negotiations rather than competitive bidding. Best value considers price, qualifications, and life cycle costs. Design build bids could also be higher due to risks burdened by the design-build contractor.

Criteria Used to Identify Candidate Design-Build Projects

There are several criteria that are typically considered to ensure that the benefits of a design-build procurement process are maximized for a project. These criteria include the following:

1. Need for an expedited construction – The design-build process allows projects to be constructed much sooner. Projects that would have substantial construction related impacts or cases where the operational benefits of a project are much needed make good candidates for a design-build project.
2. Construction costs \$100 million or greater – Construction bids could be higher for design-build projects due to higher risks that are burdened by the design-build contractor. Costs of \$100 million or greater would reduce the impact of the higher risks due to economy of scale.
3. Low risk from Right of Way (ROW) and environmental factors – Delays related to ROW acquisition and environmental permits could have adverse effects to the schedule and cost of a design-build contract. It is recommended

project or tax revenue would be provided to the private partner as a return on the firm's investment. Some highlights of SBX2 4 to note as it relates to performance-based infrastructure:

- The Public Infrastructure Advisory Commission (PIAC) was created to provide input on proposed PPP agreements
- The legislation allows an unlimited number of projects, but the CTC must review and select the projects
- Final PPP lease agreements require legislation approval

Financial Impact: There is no financial impact. This item is for information only.

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

- Date:** September 10, 2009
- Subject:** Amendment No. 3 to Contract No. 03-029 with William and Yvonne Cheesman for I-10 Construction field office space
- Recommendation:*** Approve Amendment No. 3 to Contract No. 03-029 with William and Yvonne Cheesman extending by twenty (20) months the existing lease for construction field office space for the Interstate 10 Westbound Widening project under existing terms. Total cost for this lease extension is \$72,503.
- Background:** **This is an amendment to an existing lease.** In December 2002, the Board approved Contract No. 03-029, a 3-year lease for field office space for the Interstate 10 east projects, with William and Yvonne Cheesman. In February 2006, the Board approved Amendment No. 1 to extend the original lease through April 2008. In May 2008, the Board approved Amendment No. 2 to extend the original lease through October 2009. The office is located immediately adjacent to the I-10/Live Oak Interchange and is approximately 3,750 square feet, on approximately 1 acre of land.
- The I-10 Westbound Widening construction project is scheduled to begin later this year with a possible early completion as soon as mid-2011, therefore the lease on the office space needs to be extended. This amendment extends the lease through June 2011. The property owner has agreed to the terms of the existing lease which has a current lease rate of \$3,477.82 per month, increasing 3% annually on November 1st.

*

Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

- Financial Impact:*** This item is consistent with the FY 2009/2010 Budget. Lease payments will be funded with Measure I funds.
- Reviewed By:*** This item will be reviewed by the Major Projects Committee on September 10, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.
- Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-029-03

by and between

San Bernardino Associated Governments

and

William and Yvonne Cheesman

for

Lease of Real Property**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>03-029</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ 112,272Previous Amendments Total: \$ 164,354

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ 72,503

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →**\$ 349,129**

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>862</u>	<u>5535</u>	<u>Measure I</u>	<u>i300</u>	<u>\$ 72,503</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/04/02 Contract Start: 12/04/02 Contract End: 10/31/09New Amend. Approval (Board) Date: 10/07/09 Amend. Start: 11/01/09 Amend. End: 06/30/11**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:****Approved Budget Authority →**Fiscal Year: 09/10\$ 28,658**Future Fiscal Year(s) –
Unbudgeted Obligation →**\$ 43,845Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 862If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Garry CohoeContract Manager: Sagar Pandey

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

SANBAG Contract No. 03-029

Amendment No. 3

By And Between

San Bernardino Associated Governments

And

William and Yvonne Cheesman

For

Lease of Real Property

Whereas, SANBAG Contract No. 03-029 was entered into between San Bernardino Associated Governments, and William and Yvonne Cheesman on November 1, 2002 for lease of real property in Redlands, California; and

WHEREAS, additional time is needed for lease of property,

NOW, THEREFORE, the parties do mutually agree to amend Contract No. 03-029 as follows:

1. This paragraph supersedes item 3 of the Lease Agreement to read:

TERM: This is a One-Hundred-Four (104) month Lease commencing on November 1, 2002 and ending on June 30, 2011.

2. To paragraph 4 of the Lease Agreement, add the following sentence:

LANDLORD shall submit an invoice to SANBAG on the 15th day of each month for rent payments due on the last day of each month.

3. All other provisions and terms of this Lease Agreement and any prior amendments shall remain the same.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino Associated Governments

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

By: _____
William Cheesman &
Yvonne Cheesman

Date: _____

Date: _____

Approved as to form:

By: _____
Jean-Rene Basle,
SANBAG Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: September 10, 2009

Subject: Disposition of Property for State Street/University Parkway Grade Separation project in the City and County of San Bernardino

Recommendation:* Authorize SANBAG's President to execute no cost quick claim deeds, upon approval of the deeds by SANBAG Legal Counsel for the transfer of property listed in attached Exhibit A, which were acquired for the State Street/University Parkway Grade Separation Project and are held in the name of San Bernardino County Transportation Commission, to the City and County of San Bernardino.

Background: SANBAG has been the lead agency for the design and construction of the State Street/University Parkway Grade Separation project on behalf of the City and County of San Bernardino. SANBAG also acquired right of way required for the project in the name of San Bernardino County Transportation Commission. The cost for the right of way was paid by Measure I dollars with full reimbursement from the Transportation Congestion Relief Program (TCRP). All though all the property has been acquired, there are several properties upon which final legal proceedings from the condemnation process will not be complete for several more months.

Construction has now been completed on this project and maintenance for the new improvements has been turned over to the City and County of San Bernardino in their respective jurisdictions. For the City and County to add this new project into their respective systems, they need title to the right of way upon which the project is located. The property transfer will be at no cost and the transfer instruments will be quit claim deeds.

The quick claim deed will be completed as the properties legal proceedings are finalized. The deeds will be reviewed and approved by SANBAG's legal counsel

*

Approved
Major Projects Committee

Date: September 10, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

prior to being executed by SANBAG's President. Upon the President's execution the deeds will be delivered to the City and County for acceptance.

Financial Impact: Item is consistent with current Fiscal Year 2009/2010 Budget. TN 87110000

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Exhibit A

Assessor's Parcel Number (APN) - all parcels to be transferred to County of San Bernardino unless noted otherwise:

0267-241-17
0267-241-18
0267-241-4, 5, 6, and 19 (partial)
0267-241-20 (partial)
0268-091-20 (partial)
0267-242-01 (partial)
0267-241-15
0267-241-16 (partial)
0267-241-12 (partial)
0267-241-13 (partial)
0267-241-14 (partial)
0268-071-06 (partial)
0267-221-14 (partial)
0267-231-16 (partial)
0267-231-17 and 18 (partial)
0267-241-11 (partial)
0268-091-18 and 19 (partial)
0267-561-13 (partial) to City of San Bernardino
0268-071-07 (partial)
0268-071-20 (partial)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: September 10, 2009

Subject: I-10 Westbound Widening Construction Management Services

Recommendation:* Award Professional Services Contract No. C10019 in an amount not-to-exceed \$4,381,583 to Athalye Consulting Engineering Services, Inc. for Construction Management, Materials Testing and Construction Surveying services in support of the I-10 Westbound Widening Project.

Background: **This is a new contract.** SANBAG issued a Request for Qualifications (RFQ) for Construction Management, Materials Testing and Construction Surveying services on July 2, 2009. A Consultant Selection Committee comprised of staff from SANBAG, Caltrans, City of Yucaipa, and San Bernardino County was assembled to participate in reviewing the Statements of Qualifications (SOQs), to select a short list of consultants to participate in an interview process and to conduct the interviews. SANBAG received eight (8) Statements of Qualifications from interested firms on July 28, 2009. Those firms submitting SOQs included (in alphabetical order): Athalye Consulting Engineering Services, Harris & Associates, Inc., Hatch Mott McDonald, HDR, Hernandez, Kroone & Associates, LAN Engineering, Mendoza & Associates and Simon Wong Engineering. On August 12, 2009, the Selection Committee shortlisted Athalye Consulting Engineering Services, Inc., Harris and Associates, HDR, and LAN Engineering for participation in the interview process. Based on interviews of these four firms on August 25, 2009, the Selection Committee recommended Athalye Consulting Engineering Services, Inc. as the firm to provide the CM services on this project.

*

Approved
Major Projects Committee

Date: September 10, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

SANBAG staff met with Athalye on August 31, 2009 to open and review the sealed cost proposal provided by the consultant during the earlier interview. Staff recommends approval of the draft contract with a not-to-exceed fee of \$4,381,583 as negotiated with the consultant.

The total contract amount of \$4,381,583 includes \$4,036,083 for Construction Management, Materials Testing and Construction Surveying Services and \$345,500 in contingencies.

Financial Impact: Approval of Contract No. 10019 is consistent with the 2009/10 Fiscal Year Budget, TN 86210000.

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009. SANBAG Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 10019

by and between

San Bernardino County Transportation Authority

and

Athalye Consulting Engineering Services, Inc.

for

Construction Management, Materials Testing and Construction Surveying Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>TBD</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>TBD</u>	<input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>4,036,083</u>	Previous Amendments Total:	\$ ____
Contingency Amount:	\$ <u>345,500</u>	Previous Amendments Contingency Total:	\$ ____
		Current Amendment:	\$ ____
		Current Amendment Contingency:	\$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 4,381,583

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>862</u>	<u>5553</u>	<u>Measure I</u>	<u>i300</u>	\$ <u>4,381,583</u>
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____

Original Board Approved Contract Date: <u>10/07/09</u>	Contract Start: <u>10/21/09</u>	Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>300,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>4,081,583</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 862
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes ____ %

Task Manager: Darryl CohoeContract Manager: Sagar Pandey

Darryl Cohoe 9/3/09
 Task Manager Signature Date

Sagar Pandey 9/3/09
 Contract Manager Signature Date

 Chief Financial Officer Signature Date

CONTRACT NO: 10019

EFFECTIVE DATE: TBD

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

And

Athalye Consulting Engineering Services, Inc.

for

**Construction Management, Materials Testing and Construction
Surveying Services**

Interstate 10 Westbound Widening

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CONTRACT

FOR

This Contract, entered into this _____ day of _____ 2009, by the firm of Athalye Consulting Engineering Services, Inc. (hereinafter called CONSULTANT) whose address is:

3200 Guasti Road, Suite 100
Ontario, CA 92410

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Whereas AUTHORITY desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional engineering and land surveying standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing engineering standards.

Article 2 Performance Schedule

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on **TBD** and shall continue in effect for **TBD** months or until otherwise terminated or canceled as hereinafter directed, or unless extended as hereinafter provided.

Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost shall not exceed **TBD** with a contingency of \$ **TBD**. Services to be provided under terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment "B".
- 3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
- 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowed under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT'S responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments (Final Payment)

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by

AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four week billing period and will be marked with AUTHORITY'S project name, contract number and task order number. Invoices shall be submitted within fifteen (15) calendar says for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

Article 7 Documentation and Right of Audit

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs

allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal shall be adjusted by the CONSULTANT and approved by the Contract Manager to conform to the audit recommendations. The CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at AUTHORITY'S sole discretion. Refusal by the CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract.

Article 8 Responsibility of the Engineer

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Director of Freeway Construction will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.

11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";

- 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
 - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
 - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the Contract.
 - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.
- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of Article 12, Changes;
 - 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.

- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

- 13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.
- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.2.1) through (13.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

13.2 Affirmative Action for Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

- 14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 14.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.
- 15.2 Key Personnel are:

Article 16 Representations

CONSULTANT agrees with AUTHORITY that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional and engineering and environmental principles and standards which are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.
- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not

receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

Article 18 Terminations

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its

subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

Article 20 Claims

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. CONSULTANT shall

secure and maintain this insurance or “tail” coverage provided throughout the term of this contract and for a minimum of three (3) years after contract completion. 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this Agreement.

- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Parsons Transportation Group (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such Services.
- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

- 21.7 Waiver of Subrogation Rights. The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.
- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY'S contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All-Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by Authority, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured hereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall ensure that the requirements of this section are met.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend with council approved by AUTHORITY, AUTHORITY and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of

injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

Article 23 Damages due to Errors and Omissions

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the CONSULTANT may be reasonably liable.
- 23.3 AUTHORITY'S contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY'S interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not recover the costs from the CONSULTANT.

Article 24 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this agreement shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

Article 25 Subcontracts

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY'S approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY'S Contract Manager.

Article 26 Inspection and Access

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 27 Independent Contractor

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

Article 28 Precedence

- 28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request

for Qualifications are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and Attachments
- 28.2.2 CONSULTANT's Statement of Qualifications
- 28.2.3 AUTHORITY's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

Article 29 Communications and Notices

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: TBD
Address:

Attn:
Phone:
Fax:

For AUTHORITY:

Name: San Bernardino Associated Governments
Address: 1170 W. Third Street, 2nd Floor
San Bernardino, California 92410
Attn: Mr. Garry Cohoe
Phone: (909) 884-8276
Fax: (909) 885-4407

28.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract and job numbers.

Article 30 Disputes

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 31 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 32 Review and Acceptance

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

Article 33 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 34 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 35 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

Article 36 Governing Law and Venue

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

Article 37 Prevailing Wages

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorney's fees, arising from any failure or alleged failure to comply with the California Labor Code Section 1770 et seq.

Article 38 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to

annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 39 Location of Performance
Not used.

Article 40 Entire Document

- 40.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 41 Attorney's Fees

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**ATHALYE Consulting Engineering
Services, Inc.**

By: _____
Ashok Athalye
President, ATHALYE Engineering
Services, Inc.

Date: _____

San Bernardino Associated Governments

By: _____
Paul M. Eaton
President, AUTHORITY Board
of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basley
AUTHORITY Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: September 10, 2009

Subject: Contract Amendment No. 1 to Contract C09092 with RMC Inc. (RMC) for I-10 Tippecanoe Plans, Specifications, & Estimates (PS&E) Phase engineering services

Recommendation:* Approve Amendment No. 1 to Contract C09092 with RMC Inc. for PS&E engineering services for an additional \$3,947,981 plus \$352,300 for contingencies, increasing the total contract value to \$5,498,765.

Background: This is an amendment to an existing contract. In November 2008, the SANBAG Board of Directors approved a contract with RMC for professional services to complete the preliminary design and environmental studies for the I-10 Tippecanoe Avenue Interchange Project. The contract contained a provision to allow the addition of PS&E services at a later date. The total amount for the original contract was \$1,198,484 including a contingency amount.

In August 2009, the Geometric Approval Drawings (GAD) was approved and both draft Project Report and draft Environmental Document were submitted to Caltrans for review. Typically, the PS&E phase follows the PA&ED phase, however, since there is only one build alternative proposed, and considerable progress has been made on the project, SANBAG staff recommends proceeding with the PS&E activities in parallel with the current Project Approval and Environmental Document (PA/ED) phase to save time and deliver the project as soon as possible.

*

Approved
Major Projects Committee

Date: September 10, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The completion of the Project Approval and Environmental Document (PA/ED) phase for the project is planned for April 2010 and PS&E approval/Right of Way certification is planned for February 2012.

A scope of work and cost proposal was submitted to SANBAG by RMC for PS&E professional services. After reviews and subsequent negotiations, SANBAG staff is recommending the attached scope of work and cost proposal for SANBAG board approval. The contract amount for PS&E services is \$3,947,981 plus a contingency amount of \$352,300.

Total contract amount being requested in this amendment is \$4,300,281, which includes the PS&E services and contingency.

Financial Impact: This item is consistent with the FY 2009/2010 budget. PS&E professional services will be funded by Measure I and federal TEA-21 funds.

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09092-1
by and between
San Bernardino County Transportation Authority
and
RMC, Inc.
for

Engineering and Environmental Professional Services for the I-10/Tippecanoe Interchange

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # Vendor ID <u>RMC1</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>1,198,484</u> Contingency Amount: \$ <u>108,953</u>		Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>3,947,981</u> Current Amendment Contingency: \$ <u>352,300</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>5,498,765</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>842</u>	5553	<u>Measure I</u>	<u>i300</u>	<u>\$860,056</u>
<u>842</u>	5553	<u>TEA-21</u>	<u>TBD</u>	<u>\$3,440,225</u>
Original Board Approved Contract Date: <u>11/5/08</u> Contract Start: <u>11/5/08</u> Contract End: <u>11/5/10</u>				
New Amend. Approval (Board) Date: <u>10/7/09</u> Amend. Start: <u>10/7/09</u> Amend. End: <u>10/5/12</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>1,453,500</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,846,781</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>842</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: <u>Garry Coho</u>			Contract Manager: <u>Khalil Saba</u>	

 Task Manager Signature	Date	 Contract Manager Signature	Date
----------------------------	------	--------------------------------	------

Chief Financial Officer Signature Date

AMENDMENT NO. 1

CONTRACT NO. C09092

Agreement By And Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

and

RMC, Inc.

This AMENDMENT No. 1 to CONTRACT No. C09092 entered into this 7th day of October, 2009 by the firm of RMC, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C09092, has engaged the services of CONSULTANT to provide environmental and engineering services including preparation of environmental document and project report with potential future additional work preparing plans, specifications, and estimates; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract as follows:

1. The contract scope of services is hereby amended to include the items described in the Attachment "A", Scope of Service, of this Amendment.
2. The not-to-exceed cost of Contract No. C09092 shall be increased by \$4,300,281, which includes contingency. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in Attachment "B", Total Estimated Contract Cost. The not-to-exceed total contract amount is hereby amended and is \$5,498,765, which includes contingency.
3. Article 2 Performance Schedule and Force Majeure Paragraph 2.1 shall be amended to extend the period of performance by CONSULTANT to October 5, 2012 to allow completion of additional work preparing plans, specifications, and estimates.
4. Except as amended by this Amendment, all other provisions of Contract No. C09092 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

RMC, Inc.

By: _____
Jamal Salman, P.E.
Principal

Date: _____

San Bernardino Associated Governments

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

ATTACHMENT “A”
SCOPE OF SERVICES

FOR

AMENDMENT NO. 1

CONTRACT NO. C09092

Agreement By And Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

and

RMC, Inc.

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), in cooperation with the California Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform professional services for Plans, Specifications, and Estimates (PS&E) for the I-10/Tippecanoe Avenue Interchange Project (PROJECT) in the Cities of Loma Linda and San Bernardino in San Bernardino County.

Coordination of SANBAG, CALTRANS, and CONSULTANT will be accomplished through a SANBAG Contract Manager or his designee, a CONSULTANT Project Manager, and a CALTRANS Project Manager.

The SANBAG Contract Manager for this contract shall be:

Mr. Garry Cohoe
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical services necessary to complete the PS&E phase for the PROJECT.

APPLICABLE STANDARDS

All documents shall be prepared in accordance with current CALTRANS and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. This includes the State of California Department of Transportation State Standard Special Provisions and Standard Specifications (SSPs) and the "CALTRANS Highway Design Manual".

SERVICES PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

General Description of Required Services

- A. CONSULTANT shall carry out the directions as received **only** from SANBAG'S Contract Manager or designee. In addition, CONSULTANT shall cooperate with CALTRANS, the County, Cities, other agencies, and other CONSULTANTS providing services for this project and for adjacent projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefore.

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- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by CALTRANS, SANBAG, and/or SANBAG's designee for overall project consistency.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the maker and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- E. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.
- H. CONSULTANT shall not suspend performance of this contract during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of this contract.
- I. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- J. CONSULTANT shall submit all final plans on CD using MicroStation (.dgn) file format in accordance with CALTRANS standards. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal. CONSULTANT will also provide plot parameter (.par) files in accordance with CALTRANS standards.
- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

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- L. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following CALTRANS guidelines.
- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- N. CONSULTANT shall coordinate with County, Cities, and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.

**I-10/Tippecanoe Avenue Interchange Improvements Project
Preparation of Plans, Specifications, and Estimates
SCOPE OF SERVICES**

TASK 100 – PERFORM PROJECT MANAGEMENT

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of the RMC, Inc. team work on the I-10/Tippecanoe Avenue Interchange PS&E.

100.15 PROJECT MANAGEMENT – PS&E COMPONENT

100.15.10.1 Coordination/Administration

The RMC, Inc. team will meet with affected parties to discuss issues pertinent to the analysis, design, and effects of the I-10/Tippecanoe Avenue Interchange Improvements Project. During these meetings, SANBAG and Caltrans may provide direction for development of the PS&E.

The RMC, Inc. team shall participate in the following meetings:

Project Development Team (PDT) Meetings with SANBAG and Caltrans will be held to discuss policy, procedural and freeway-specific issues. The team will bring progress plans as appropriate. No special presentation materials will be required.

Agency Coordination/Technical Workshop Meetings will be held to discuss technical issues with specific agencies. The team shall participate in meetings with specific agencies as requested by SANBAG. The team will bring progress plans as appropriate. No special presentation materials will be required. Collateral material may be black and white.

Deliverables:

PDT meeting materials including:

- Notices;
- Agendas;
- Handouts,
- Minutes.

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with Caltrans standards and policies;
- Apply for and obtain Caltrans encroachment permits necessary for the RMC, Inc. team to be on the jobsite, with the assumption that SANBAG will apply for the initial permit.
- Apply for and obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, the RMC, Inc. team shall submit the Project Master Schedule to the SANBAG and Caltrans Project Managers. Section 100.10.10.2 contains the description of the Master Schedule.

100.15.10.2 Schedules

The RMC, Inc. team shall submit an initial Project Master Schedule following Notice to Proceed. Following approval by SANBAG, this schedule will become the Project Target Schedule. The approved Project Target Schedule shall be displayed on the Project Master Schedule updates. The following elements must be included:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) developed by the RMC, Inc. team and approved by SANBAG;
- Work items of agencies and other third parties that may affect or be affected by the RMC, Inc. team activities;

Additional considerations for the project schedule include:

- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified;
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule;
- The list of major tasks that shall be used to develop the Project Master Schedule will be coordinated with SANBAG staff after Notice to Proceed. Major tasks will be broken down into subtasks as warranted.

The RMC, Inc. team shall submit a copy of the Project Master Schedule to the SANBAG Project Manager for review and approval and a copy to Caltrans for their records. Monthly schedule updates will be part of the Progress Report and will be in accordance with the requirements shown in Section 100.15.10.3.

Deliverables:

- Project Master Schedule

100.15.10.3 Progress Reports

Progress Reporting shall be consistent with the requirements in the Contract between RMC, Inc. and SANBAG.

100.15.10.4 Quality Assurance/Quality Control (QA/QC) Plan

The RMC, Inc. team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for the I-10/Tippecanoe Avenue Interchange Project. The QA/QC Plan is intended to ensure that the reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional engineering practices in effect at the time of execution of the Contract.

The following quality control elements are required for the major milestones for the preparation of plans, specifications, and estimates for the project.

1. Provide independent checking and verification of all calculations.
2. Provide independent checking, correction, and back checking for all plans. Plans shall be marked clearly as being checked, signifying that the preparation of the material followed the QA/QC Plan established for the project.
3. Route pertinent project related correspondence and memoranda to affected personnel and bind in appropriate project files.
4. Establish appropriate means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show different elements of work in the same area.
5. RMC, Inc. shall identify critical QA reviews within the Project Master Schedule.

Within seven (7) days of receiving the Notice to Proceed on the PS&E phase, the RMC, Inc. team shall submit a complete copy of the QA/QC Plan to both the SANBAG Project Manager and Caltrans for review.

Deliverables:

- QA/QC Plan

100.15.10.5 Update Project Management Plan (PMP)

The RMC, Inc. team will update the Project Management Plan (PMP) that was prepared for the PA/ED phase. The PMP will be developed with input from the members of the

PDT. The PMP will be a “living document” that is reviewed and, if necessary, updated at each PDT meeting.

Within thirty (30) days of receiving Notice-to-Proceed, RMC, Inc. will submit a complete copy of the PMP to both the SANBAG Project Manager and Caltrans for review.

Deliverables:

- Updated Project Management Plan

TASK 185 – PREPARE BASE MAPS AND PLAN SHEETS DURING PS&E DEVELOPMENT

185.15 30% PLANS

185.20.99 Geotechnical Exploration Plan

The RMC, Inc. team will prepare and submit a geotechnical review and exploration plan for SANBAG and Caltrans review. The team shall obtain right-of-entry permits prior to exploration. The team shall conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria. The team shall analyze the results and present them in the geotechnical report.

Deliverables:

- Geotechnical Exploration Plan

185.15.05 Roadway Plans

The RMC, Inc. team will prepare 30 percent level layouts, profiles, superelevation diagrams, typical sections, and ROW requirements per the GADs and field survey.

Deliverables:

- 30% Plans including title sheet, layouts plans, profiles and superelevation diagrams, typical sections, and ROW requirements map.

240.65 Preliminary Foundation Report

To assist in Type selection, the RMC, Inc. team will prepare a Preliminary Foundation Report, in accordance with Caltrans Office of Structural Foundations requirements. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.

Deliverables:

- Preliminary Foundation Report

185.30.10 Bridge Type Selection

The RMC, Inc. team will prepare the Structure Type Selection documents and Bridge General Plan to comply with the most current Caltrans guidelines. A report will be prepared for two bridges: Tippecanoe Avenue Undercrossing Widening and San Timoteo Creek Bridge Widening.

Based on the results of analysis documented in the APS, the scope for type selection and PS&E includes a seismic assessment of both Tippecanoe Avenue UC and San Timoteo Creek Bridge and assumes that retrofit design is required only for San Timoteo Creek Bridge. The seismic retrofit strategy meeting is assumed to be held at the same time as the Type Selection Meeting.

The Type Selection Report will address the following:

- Foundation recommendation
- Falsework requirements
- Seismic considerations and retrofit strategy
- Construction issues
- General Plan cost estimate
- Utilities carried through the bridge
- Aesthetic Treatments
- Other pertinent information needed to justify the proposed structure type

Deliverables:

- Bridge Type Selection Report

185.30.99 Bridge Type Selection Meeting and Approval

The RMC, Inc. team will attend a Type Selection review meeting at Caltrans office in Sacramento to finalize structure type, foundations, seismic design, aesthetics and construction issues.

Following the meeting, we will resolve any comments from the Type Selection Meeting and will revise the Type Selection Report accordingly. The General Plan and GP estimate will also be updated as required.

Deliverables:

- Type Selection Review Meeting Summary

- General Plan
- General Plan Estimate

185.25.30 Utilities

The RMC, Inc. team will coordinate and work closely with the Cities and utility companies to determine the need to relocate impacted facilities, using Caltrans policy for high- and low-risk utilities. It is assumed that the base map derived from plans received from the utility companies during the PA/ED phase will be sufficient for the PS&E phase and that no additional utility company plan fees will be required. It is assumed that the utility companies will perform relocation design for their own facilities. Any necessary utility relocation plans will not be part of the PS&E package developed by the RMC, Inc. team. The RMC, Inc. team will prepare and distribute utility base maps to affected utilities.

Field surveys will be performed to locate the estimated twenty (20) utility potholes proposed for this project.

Deliverables:

- Utility base maps and plans

185.15.99 Landscape Concept Plan

The RMC, Inc. team will prepare a landscaping concept plan for the project. Workshop meetings with the City of Loma Linda, City of San Bernardino, and Caltrans District 8 need to be conducted to discuss the project goals, guidelines, opportunities and constraints. The Landscape Conceptual Plan and exhibits will be prepared to reflect the I-10 Corridor Planting Master Plan and the ideas and concerns generated during meetings with Caltrans and the Cities. Early coordination between the Cities and State will be crucial in obtaining timely design approval of the Landscape Concept Plan which will reduce delays during subsequent future plan submittals.

Deliverables:

- Landscape Concept Plan

185.10.60 Design Surveys

Conventional ground surveys and 3D Laser Scanning (HDS) methods will be utilized to complete the cross sections and detailed topographic surveys requested. These surveys will include the edge of pavement and concrete, top of curb, flowline, sidewalks, striping, traffic and street signs, bridge clearances and other surface visible features within the requested project area.

HDS does not impact the traffic and in contrast to conventional topographic surveys, should not require any shoulder or lane closures. HDS is more efficient than traditional surveys and will help to maximize the safety of the survey crew and motoring public. Traditional ground surveys may take up to four times longer to complete, collecting less information, and require shoulder and lane closures.

With the use of HDS, surface information such as edge of pavement, edge of traveled way, curb and gutter and other surface visible features in the roadway are safely captured in the scan data without impacting traffic. Once the scans are completed, they will be registered and tied to the existing Interstate 10 corridor control. Digital Terrain Model (DTM) and topographic feature extraction will be completed for the roadway, including edge of shoulder, edge of traveled way, lane striping, top of curb, flowline and other surface visible features such as bridge structures, road signs. The DTM created during the PA/ED phase will be updated with the new topographic survey data.

Visible indications of City and Caltrans drainage systems within the proposed design areas listed under Deliverables will also be located and detailed. Ground shots will be taken along the north side of the proposed alignment for Soundwall #2 and on both sides of the proposed alignment for Soundwall #3. Since the properties are still occupied by residents, assistance will be required from SANBAG to gain the necessary access to collect the required topographic data. Surveys will only be conducted where access is granted.

The topographic survey information will be downloaded, processed and plotted at a scale of 1"=50' and incorporated with the aerial mapping obtained.

Deliverables:

The topographic survey data will be delivered in Microstation v8 and InRoads v8 formats. Survey cross-sections at 50' intervals will be provided for:

- Eastbound I-10, Waterman Avenue to Tippecanoe Avenue
- San Timoteo Creek, 100' beyond each side of I-10
- Westbound I-10, WB on-ramp to Tippecanoe Avenue Undercrossing
- Tippecanoe Avenue/Anderson Street between Court Street and Lee Street
- Intersections along realigned Laurelwood Drive
- Redlands Boulevard – 500' west of and 800' east of Anderson Street

TASK 230 - DRAFT PS&E (60 PERCENT) SUBMITTAL

230.05 Roadway Plans

The RMC, Inc. team will incorporate all reviewing agency comments into the roadway plans. Where it is not possible or desirable to incorporate certain comments, the RMC, Inc. team shall provide an explanation.

Deliverables:

- Title Sheet;
- Key Map and Line Index;
- Typical Cross Sections;
- Layout Plans;
- Profiles and Superelevation Diagrams;
- Contour Grading
- Construction Details; and
- Summary of Quantities

230.05.45 Soundwall Plans

The RMC, Inc. team will prepare plans, details, and estimate for the two proposed soundwalls in the NE quadrant of the interchange. Each soundwall is anticipated to be approximately 710' in length.

Soundwall plans will be in accordance with Caltrans requirements. Details and construction specifications will also be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

Deliverables:

- Soundwall plans;
- Draft special provisions;
- Cost estimates for soundwalls

230.25 Utility Plans

The RMC, Inc. team will prepare utility conflict maps as a result of the coordination done during the PA/ED phase. Utilities that are found in potential conflict will be potholed, if not done so during the PA/ED phase, in accordance with Caltrans policy for high- and low-risk utilities and plotted. Conflict maps will be sent to impacted utility companies for confirmation and determination of any need for relocation. Again, it is assumed the utility companies will perform relocation design for their own facilities. Any necessary

utility relocation plans will not be part of the PS&E package developed by the RMC, Inc. team.

Deliverables:

- Utility conflict maps with pothole information

230.30 Drainage Plans

The RMC, Inc. team will prepare a drainage report that evaluates on-site and off-site hydrology and hydraulics to define the required drainage improvements. The analysis will consider City of San Bernardino, City of Loma Linda and County of San Bernardino Drainage Master Plans. The report will follow Caltrans standards and will be submitted to Caltrans for review and approval. The report will serve as the basis for preparing drainage plans for the project.

We will prepare drainage plans, profiles, details and quantities in conformance with Caltrans standards. Drainage facilities outside the proposed Caltrans Right of Way will be prepared in conformance with City and County standards. Drainage design will be performed in concert with water quality requirements to meet State and Federal law. The RMC, Inc. team will update the SWDR based on the current drainage design.

We have assumed that a total of 37 drainage drawings will be required. Scour analysis of the bridge at San Timoteo Creek will not be required since the channel has a concrete bottom. Any required box culverts will be based on Caltrans standard plans; non-standard culverts are not included in this scope.

Deliverables:

- Drainage Report
- Drainage Plans, Profiles, Details, and Quantities
- Temporary Drainage Plans

230.30 Water Pollution Control Plans

The RMC, Inc. team will prepare water pollution control plans, details, and quantities in conformance with Caltrans standards. The Storm Water Data Report will serve as the basis for preparing the water pollution control plans for the project. We have assumed that a total of 13 water pollution control drawings will be required.

Deliverables:

- Water Pollution Control Plans, Details, and Quantities

230.30.99 Storm Water Data Report

The RMC, Inc. team will update the PA/ED Storm Water Data Report (SWDR) to meet the PS&E requirements and incorporate its recommendations into the project's PS&E.

Deliverables:

- Draft PS&E SWDR

230.15.10, 230.20 Stage Construction, Traffic Handling, Detour Plans, and Transportation Management Plan (TMP)

The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The RMC, Inc. team shall make sure that the TMP is coordinated with the Cities of Loma Linda and San Bernardino, Caltrans, and other stakeholders, including the CHP. Stage Construction and Detour Plans will include construction detour routes. A maximum of six stages of construction is assumed.

Deliverables:

- Transportation Management Plan;
- Stage construction and traffic handling/detour plans;
- Detour layouts, profiles, and superelevation diagrams, as required;
- Construction area signs; and
- Quantity sheets

230.15.05 Pavement Delineation Plans

The RMC, Inc. team will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

Deliverables:

- Pavement Delineation Plans;
- Pavement Details; and
- Quantity Sheets

230.15.05 Sign Plans

The RMC, Inc. team will prepare Sign Plans to show existing and proposed new signs, which include a maximum of four (4) new overhead sign structures designed per Caltrans standard plans. The plans will include sign details and quantity sheets.

Deliverables:

- Sign Plans;
- Sign Details; and
- Quantity Sheets

230.15.15 Lighting, Signal Plans, and Electrical Ramp Metering and Traffic Monitoring

The RMC, Inc. team shall prepare Lighting and Signal Plans for the project including safety lighting, permanent signals, and ramp metering plans for Tippecanoe Avenue and the I-10 ramps. This scope assumes one new ramp metering location at the new WB loop on-ramp and a total of four (4) signal modifications or removals including:

Signal Modification: Anderson Street/Redlands Boulevard
 Tippecanoe Avenue/EB Ramps
 Tippecanoe Avenue/Harriman Place/WB Ramps (New)

Signal Removal: Tippecanoe Avenue/WB Ramps (Existing)

The RMC, Inc. team will coordinate with Caltrans to ensure that ramp meter and electrical designs will accommodate future I-10 traffic monitoring features within the project limits.

Deliverables:

- Lighting, Signal Plans, and Details; and
- Ramp Metering Plans

230.10 Planting and Irrigation Plans

The RMC, Inc. team will prepare a replacement landscaping theme for the project limits.

Deliverables:

- Planting and Irrigation Plans

220.15 Right-of-Way Plans and Engineering

The Caltrans Right of Way Engineering process will be followed to complete the right of way acquisition documents for this project. Throughout this process a Hard Copy Map, Appraisal Maps and Legal Descriptions and plats will be prepared for the proposed acquisition. The survey team will also prepare a Record of Survey to document and record the established boundary lines required for acquisition.

Additional boundary surveys will be performed to locate the limits of property boundaries for those parcels affected by right of way takes and easements.

The final ultimate Right of Way limits will be required for the completion of the following Right of Way engineering process. If the ultimate Right of Way is revised after the process begins, this proposal may be revised to reflect the same.

Hard Copy Map: The Hard Copy Map is an overall base map for the boundary analysis necessary to complete the right of way acquisition. This map will include the street centerlines and rights of way, existing Caltrans right of way, proposed Caltrans and street rights of way, full and partial fee takes and proposed temporary construction easements within the project area. The map will also include found monuments and record cadastral information used to establish property boundaries and any pertinent information necessary to prepare final acquisition documents.

Preliminary Title Reports will be obtained for the estimated 70 affected parcels. The costs associated with the Preliminary Title Reports will be passed along to the client as a reimbursable expense. The survey team will review the preliminary title reports and plot record easements onto the Hard Copy map within the areas of proposed right of way takes. Parcel numbers will be requested from Caltrans. This Hard Copy Map will be submitted along with supporting documentation to Caltrans for review and approval. The Hard Copy Map will be signed and sealed by a licensed land surveyor.

Right of Way Requirements Map: The Right of Way requirements map will be prepared from the land net base established for the Hard Copy Map and the provided final right of way Requirements. This map will delineate the proposed acreage takes and property ownership of the affected parcels. This map will be submitted to Caltrans for review and approval.

Record of Survey: During this phase of the project, a Record of Survey will be prepared and filed with the San Bernardino County Surveyor's Office. The purpose of the Record of Survey will be to document the establishment of the properties being affected by the proposed acquisition. Many of the parcels affected have been established by deed document only and no map exists to document the property boundaries. During the course of the Right of Way engineering process, deed lines will be analyzed and established to delineate the affected parcels. The Record of Survey will provide a recorded document as to how the lines were established and their relationship to the adjoining parcels. This record of Survey will also document the centerline monumentation and control used for the project, thus creating a controlling document for the project as it moves into construction.

The Record of Survey will be prepared in accordance with the California Land Surveyor's Act 8762 (b) (4) & (5) and will be filed with the San Bernardino County Surveyor's Office. The agency fees associated with the map recordation will be passed through to the client as a reimbursable expense.

Appraisal Maps: Upon Caltrans approval of the Hard Copy Map, Appraisal Maps will be prepared for the project area affected by fee and easement acquisition. The Appraisal

Maps will be prepared to Caltrans District 8 Right of Way Engineering standards and will be submitted to Caltrans for review. The appraisal maps will be signed and sealed by a licensed land surveyor.

Legal Descriptions and Plats: Once the Appraisal Maps are completed, reviewed and approved by Caltrans, legal description and plat maps will be prepared for the proposed parcel take (full and partial) and the proposed temporary construction easement. For the purpose of this proposal, sixty-eight (68) legal descriptions and plats have been included for fee parcels and thirty (30) legal descriptions and plats have been included for possible temporary construction easements. Any additional legal descriptions and plats required will be provided for an additional fee on a time and materials basis.

Vacation Documents: Two streets have been identified, Rosewood and Laurelwood, that will be vacated in part during the acquisition of property for this project. Legal Descriptions and plats will be prepared in support of the Street Vacation Process with the City of San Bernardino. The agency fees associated with the Street Vacation will be passed through to the client as a reimbursable expense.

Deliverables:

The topographic survey data will be delivered in Microstation v8 and InRoads v8 formats.

Hard Copy Base Map	Hard copy – Signed Hard Copy Map Microstation DGN file Adobe PDFs
Right of Way Req. Map	Hard copy - R/W Requirements Map Microstation DGN File, Adobe PDFs
Record of Survey	Hard Copy - Record of Survey 1 st Check County Submittal Hard Copy - Recorded Record of Survey from County
Appraisal Maps	Hard Copy – Signed Appraisal Maps Microstation DGN Files, Adobe PDFs
Legal Descriptions/Plats	Hard Copy – Signed Legal Descriptions / Plats Adobe PDF copy of Signed Legal Descriptions/Plats
Vacation Documents	Hard Copy – Signed Legal Descriptions / Plats Adobe PDF copy of Signed Legal Descriptions/Plats

Assumptions:

It is assumed that appraisal and acquisition will be completed by Caltrans.

240.80 Geotechnical, Materials, and Foundation Reports

240.80.1 Geotechnical Design Report (GDR)

The RMC, Inc. team will prepare a report discussing the geotechnical design basis of the project and recommendations for design and construction of cut slopes, embankments, earthwork, and retaining walls. This report shall be submitted to Caltrans for review. The RMC, Inc. team will address any comments stemming from this review and prepare a final draft. All calculations supporting the design recommendations will be included as an appendix to the GDR.

Deliverables:

- Draft/Final Geotechnical Design Reports

240.80.2 Materials Report

The RMC, Inc. team will prepare a report discussing the pavement structure recommendations and/or pavement studies for the project. This report shall be submitted to Caltrans for review. RMC, Inc. team will address any comments stemming from this review and prepare a final draft. All calculations supporting the recommendations shall be included as an appendix to the Materials Report.

Deliverables:

- Draft/Final Materials Reports

240.80.3 Foundation Report

The RMC, Inc. team will prepare a Foundation Report based upon Type Selection comments and additional information from the GDR analyses. Logs of test borings shall be included as 11-inch by 17-inch plans.

Deliverables:

- Draft Foundation Report

230.55 Bridge Plans

Unchecked Details (60% Submittal)

The RMC, Inc. team will prepare plans for the Tippecanoe Avenue UC widening and the San Timoteo Creek Bridge widening. All structural analysis and component

design will be completed in the Unchecked Details task. All work will be conducted in accordance with current AASHTO Load and Resistance Factor Design (LRFD) bridge design procedures including Caltrans Amendments.

Manual calculations will be documented neatly on initialed, fully indexed calculation forms. Each calculation package will contain a summary that states the purpose of the calculations, references and sources of input information, relevant codes and

This submittal shall include comments, reviews, coordination efforts, and updated information. The RMC, Inc. team will update Roadway Plans, Stage Construction/Traffic Handling Plans, Soundwall Plans, Drainage Plans, Water Pollution Control Plans, Sign Plans, Electrical Plans, and will provide Quantity Sheets with updated Special Provisions and BEES estimate. Any Revised and/or New Standard Plans developed by Caltrans will be included with the Roadway Plan submittal.

Deliverables:

- 95 percent Roadway PS&E

230.55 Bridge and Retaining Wall Plans

Initial & Intermediate PS&E (95% Submittal)

Typical Caltrans submittals require Initial PS&E and Intermediate PS&E submittals. Based on our past experience we recommend combining the Initial and Intermediate PS&E into a single submittal, resulting in a significant reduction in the design schedule.

The combined Initial & Intermediate PS&E task consists of Quality Control of the structural design and plans, interdisciplinary review of the plans, computation of quantities, cost estimate, and draft specifications. The 65% structure plans will be furnished to the independent checker, tasked with independently developing calculations for all components and details and checking their presentation in the plans. If discrepancies are found, the checker and designer will meet to compare their work and determine whether corrections are required. The checker will deliver a set of structural check calculations and a red-lined set of plans to the designer. The plans will then be updated accordingly.

Based on the final plans, two sets of quantity calculations will be developed. These original and check calculations will agree within the limits specified for individual items in the Caltrans Bridge Design Aids. An Engineer's Estimate will be produced utilizing the most recent Caltrans Cost Data book and other available, relevant cost data. The Specifications and Special Provisions will be independently reviewed to assure accuracy, completeness, and conformance to Caltrans standards.

Deliverables:

- Checked Structure Plans
- Edited structures special provisions
- Design calculations
- Independent check calculations
- Quantity and check calculations

- Marginal estimate and item list

230.30.99 Update Storm Water Data Report

The RMC, Inc. team will update the PA/ED Storm Water Data Report (SWDR) based on comments received from Caltrans and SANBAG.

Deliverables:

- Final PS&E SWDR

230.25, 220.15 Utility and ROW Update

The RMC, Inc. team will verify and update utility and ROW engineering data, as necessary.

The RMC, Inc. team will also coordinate work for the identification, protection, adjustment, relocation or removal of utility facilities to clear the project for construction, including both physical conflicts and policy violations in accordance with State and Federal laws and regulations as well as CALTRANS policies, procedures, standards and practices. We will act as a liaison between SANBAG and the utility owners in all contract matters.

We have assumed that Caltrans will offer assistance and direction to SANBAG and/or the RMC, Inc. team and provide oversight of the project to ensure that State and Federal laws and regulations as well as CALTRANS policies, procedures, standards and practices are followed.

The RMC, Inc. team will prepare any required notices to owners and relocation agreements and will work with all parties to facilitate the utility relocation process. We have assumed that five utility agreements will be required. Utility relocation plans will be prepared by others.

Deliverables:

- Report containing all updated utility and ROW engineering data with changes clearly identified
- Utility relocation agreements as required to certify the right of way.

230.10 Planting and Irrigation Plans

The RMC, Inc. team will update the planting and irrigation plans based on Caltrans review comments.

Deliverables:

- Planting and Irrigation Plans

235.05.99 Jurisdictional Permits

The scope of work listed below will be conducted for impacts to jurisdictional waters.

- Approval to operate under Nationwide Permit 14 will be obtained through the ACOE prior to obtaining grading permits, pursuant to Section 404 of the CWA.
- Approval to operate under Nationwide Permit 33 will be obtained through the ACOE prior to obtaining grading permits pursuant to Section 404 of the CWA.
- A certification or waiver from the Region 8 RWQCB will be obtained pursuant to Section 401 of the CWA.
- Letter of nonjurisdiction or a Section 1602 Streambed Alteration Agreement will be obtained through CDFG prior to obtaining grading permits pursuant to the California Fish and Game Code.

235.40 Environmental Commitment Record (ECR)

The RMC, Inc. team will update the ECR based on changes during final design provided by the project engineer.

235.05.15 MBTA Compliance

The RMC, Inc. team will conduct surveys prior to any vegetation clearance to determine if migratory birds are actively nesting. Any active bird nests will be mapped and a buffer zone will be established.

235.05.25 Paleontological Mitigation Plan (PMP) and Paleontological Resources Monitoring

The RMC, Inc. team will prepare a Paleontological Mitigation Plan consistent with Caltrans and County requirements. The PMP will be implemented during excavation activities. After excavation activities are completed, a monitoring report will be prepared and submitted to Caltrans. This scope of work specifies 40 hours of monitoring time. If paleontological resources are found, additional hours may be necessary.

TASK 255 - FINAL PS&E (100 PERCENT) SUBMITTAL

255.20 Roadway Plans, Bridge Plans, Special Provisions, Cost Estimates, and Working Day Schedules

The RMC, Inc. team will submit the Final PS&E package to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. The submittal shall incorporate review comments from all involved agencies.

Deliverables:

- Final Roadway PS&E;
- Bridge four-scale plans;
- Final structures special provisions;
- Prints of final structure plans;
- Cost estimates;
- Working day schedules; and
- Original/checked quantity calculations

In addition, the team shall provide electronic version of all plans, special provisions, estimates and schedules.

255.30 Materials Handouts

The RMC, Inc. team will prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders.

Deliverables:

- Material Handouts

255.40 Resident Engineer File

The RMC, Inc. team will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and the RMC, Inc. team will provide additional information as appropriate:

- Permits;
- Surveying Notes;
- Geotechnical (GDR) and Foundation (FDR) Reports;
- Hydrology/Hydraulics Report and calculations;
- Relevant correspondence and memoranda;
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.);
- Environmental Agreements and Reports

- Summary and discussion of Environmental issues;
- Traffic Management Plan and supplements;
- Material Handouts;
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel; and
- Cooperative Agreements

Deliverables:

- RE file

The team will provide an electronic version of all RE file information.

TASK 265 – CONSTRUCTION BIDDING PHASE

Bidding procedures will be the responsibility of Caltrans or SANBAG. In addition, Caltrans or SANBAG will:

- Advise the RMC, Inc. team of listing dates;
- Inform the RMC, Inc. team of all issues and inquiries list and responses;
- Provide the RMC, Inc. team with bid results and summary sheets for their review.

During bid advertisement of the project, the RMC, Inc. team will refer all questions concerning the intent to Caltrans or SANBAG for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, the RMC, Inc. team will inform Caltrans or SANBAG. Caltrans or SANBAG will advise the RMC, Inc. team regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by the RMC, Inc. team and issued by Caltrans or SANBAG, or via a covering change order after the award of the construction contract.

265.55 Pre-Bid Meeting

The RMC, Inc. team will attend the pre-bid meeting.

265.55 Respond to Inquiries

The RMC, Inc. team will draft responses to bidders' inquiries as requested by the District Office Engineer. All such responses will be routed through the District Engineer.

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in ms word)

265.55 Prepare Addenda

The RMC, Inc. team will prepare addenda as requested by District Engineer.

Deliverables:

- Copies of Addenda

TASK 270 – CONSTRUCTION SUPPORT PHASE

Construction of the I-10/Tippecanoe Avenue Interchange Project will be the responsibility of Caltrans and SANBAG. During the construction phase, the RMC, Inc. team shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

270.25.15 Pre-Construction Meeting

The RMC, Inc. team will attend the pre-construction meeting.

270.20 Additional Drawings at Caltrans Request

If requested by Caltrans, the RMC, Inc. team will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from SANBAG is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at RMC, Inc.'s risk and expense.

270.30 Site Visits

The RMC, Inc. team will visit the job site periodically and in coordination with the RE.

270.20.35 Shop Drawing and Submittal Review

The RMC, Inc. team will review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval,

steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

270.25.45 Respond to Inquiries/RFIs

The RMC, Inc. team will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

285.05 Change Order Preparation and Review

The RMC, Inc. team will review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, the RMC, Inc. team will prepare and/or review contract change orders at no additional cost.

Caltrans Responsibility:

- Provide advice on any issues raised and inquiries made by Resident Engineer;
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs);
- Prepare and maintain as-built mark-ups in the field.

295.15 As-Builts

The RMC, Inc. team will be responsible for incorporating as-builts into the PS&E.

ATTACHMENT “B”

Total Estimated Contract Cost

FOR

AMENDMENT NO. 1

CONTRACT NO. C09092

Agreement By And Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

and

RMC, Inc.

COST PROPOSAL		R/M/C
I-10/Tippecanoe Avenue Interchange Improvements Project		
PA/ED and PS&E Preparation		
San Bernardino Association of Governments		
<i>Total Contract Summary</i>		
ORIGINAL CONTRACT AMOUNT INCLUDING CONTINGENCY (PA/ED)		\$ 1,198,484
AMENDMENT 1		
<i>Additional PA/ED Services</i>		\$ 100,357
<i>PS&E</i>		\$ 3,847,624
<i>PS&E Contingency</i>		\$ 352,300
CONTRACT GRAND TOTAL		\$ 5,498,765

COST PROPOSAL		R/M/C
I-10/Tippecanoe Avenue Interchange Improvements Project		
San Bernardino Association of Governments		
Amendment 1		
ADDITIONAL PA/ED SERVICES		
RMC, INC.		
LABOR		
Task 100 - Project Management	\$	-
Task 160 - Engineering Services	\$	21,993
Task 165 - Environmental Services	\$	13,894
SUBTOTAL		\$35,887
OTHER DIRECT COSTS		
Expenses	\$	-
Travel/Per Diem	\$	-
Outside Services	\$	3,100
SUBTOTAL		\$3,100
SUBCONSULTANTS		
DMJM Harris	\$	-
LSA Associates	\$	61,370
David Evans & Associates	\$	-
Earth Mechanics, Inc.	\$	-
Global Environmental Network, Inc.	\$	-
LDP Design Group	\$	-
PQM, Inc.	\$	-
SUBTOTAL		\$61,370
GRAND TOTAL		\$100,357

COST PROPOSAL**I-10/Tippecanoe Avenue Interchange Improvements Project**

San Bernardino Association of Governments

Amendment 1**PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES****RMC, INC.****LABOR**

Task 100 - Project Management	\$ 240,424
Task 185 - Prepare Base Maps and Plan Sheets	\$ 131,319
Task 230 - Draft (60%) PS&E	\$ 837,727
Task 230 - Initial (95%) PS&E	\$ 429,596
Task 235 - Mitigate Environmental Impacts/Hazardous Waste	\$ 2,491
Task 240 - Draft Structures PS&E	\$ 1,815
Task 255 - Final PS&E	\$ 158,693
Task 265 - Awarded and Approved Construction Contract	\$ 37,103
Task 270 - Construction Engineering and General Contract Admin.	\$ 66,379
Task 285 - Contract Change Order Administration	\$ 23,751
Task 295 - Final Construction Estimates and Final Report	\$ 29,743

SUBTOTAL \$ 1,959,041**OTHER DIRECT COSTS** \$ 42,270**SUBCONSULTANTS**

AECOM	\$ 923,556
ACT Consulting	\$ 119,339
David Evans & Associates	\$ 347,721
Earth Mechanics, Inc.	\$ 203,918
LDP Design Group	\$ 149,176
LSA Associates	\$ 62,460
PQM, Inc.	\$ 40,143

SUBTOTAL \$1,846,313**TOTAL** \$ 3,847,624**CONTINGENCY** \$ 352,300**GRAND TOTAL** \$ 4,199,924

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WBS	CLASSIFICATION	PREREQ	REVISIONS	SENIOR STAFF (HRS)	PLANNER	PROJECT MGR	ASST. PROJECT MGR	GEOPRINTS	VEHICULAR	OFFICE	SUBTOTAL LABOR HOURS	SUBTOTAL LABOR COST
165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT											
165.20.25.05	APE Map/Records Search	2	4	4	8						26	\$ 3,180.00
165.10.60	Floodplain Evaluation Report										0	\$ -
165.10.35	Water Quality Analysis										0	\$ -
165.10.30	Air Quality Report										0	\$ -
160.10.35	Traffic Analysis Report	20	70	100					4	1	195	\$ 24,405.00
165.10.50	Hazardous Materials/Waste										0	\$ -
165.10.20	Visual Impact Assessment Report										0	\$ -
165.10.25	Noise Study	1	2	8	8						27	\$ 3,205.00
165.20	Cultural Resources (HPSR, HRER, and ASR)	6	8	80	40	24	16		12		186	\$ 21,230.00
160.20.05.10	Native American Consultation			22	16	10	4				38	\$ 3,840.00
165.15	Biological Resources (NES)			6	10		4				24	\$ 2,880.00
165.10.55	Relocation Impact Report			8	8		8				16	\$ 1,720.00
165.10.15	Community Impact Assessment			8	8		8				16	\$ 1,720.00
165.20.25.05	TOTAL TASK 165	28	140	100	100	100	100	100	100	100	540	\$ 64,470.00

Other Direct Costs

Traffic Courts	\$2,900
Reproduction	\$200
TOTAL COST	\$ 64,470.00

Total Direct Costs

\$

ATTACHMENT 'B'

RMC, Inc.

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 25, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	\$89.14	996	\$88,783.44
Roadway Engineer	\$63.00	2,002	\$126,126.00
Roadway Engineer	\$55.29	1,270	\$70,218.30
Senior Engineer	\$59.42	905	\$53,775.10
Project Engineer	\$73.20	2,244	\$164,260.80
Junior Engineer	\$30.70	1,986	\$60,970.20
Junior Engineer	\$28.85	2,024	\$58,392.40
CADD	\$30.00	2,469	\$74,070.00
Clerical/Admin Assistant	\$19.00	232	\$4,408.00

Subtotal Hours & Direct Labor Costs	14,128		\$701,004.24
Anticipated Salary Increases			\$47,103.93
Total Direct Labor Costs			\$748,108.17

(1)

II. INDIRECT COSTS

INDIRECT RATE 138.06 % x \$ 748,108.17 = Subtotal \$1,032,838.14 (2)

Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 1,780,946.31 = Subtotal \$178,094.63 (3)

Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	\$1,982.20
WBS 185 - Reprographics (11x17 B&W Plans)	\$1,050.00
WBS 185 - Reprographics (11x17 B&W Various)	\$600.00
WBS 185 - Reprographics (Large Exhibits)	\$1,764.00
WBS 230 (60%) - Reprographics (11x17 B&W Plans)	\$4,590.00
WBS 230 (60%) - Reprographics (11x17 B&W Specifications)	\$900.00
WBS 230 (95%) - Reprographics (11x17 B&W Plans)	\$8,606.25
WBS 230 (95%) - Reprographics (11x17 B&W Specifications)	\$1,050.00
WBS 255 - Reprographics (11x17 B&W Draft Plans)	\$7,437.50
WBS 255 - Reprographics (11x17 B&W Draft Specifications)	\$1,200.00
WBS 255 - Reprographics (11x17 B&W Final Plans)	\$8,500.00
WBS 255 - Reprographics (11x17 B&W Final Specifications)	\$1,600.00
Lead Based Paint Surveys	\$2,990.00

Subtotal \$ \$42,269.95 (4)

V. SUBCONSULTANTS COST

AECOM	\$923,556.15
ACT	\$119,338.62
DEA	\$347,721.31
EMI	\$203,918.47
LDP	\$149,175.76
LSA	\$62,459.51
PQM	\$40,143.06

Subtotal \$ \$1,846,312.88 (5)

VI. TOTAL AMOUNT

\$3,847,624 (Total 1-5)

RMC, Inc.

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tippacane Avenue Interchange Improvements Project
PS&E Preparation

August 25, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Manager	Jamal Saliman	\$72.12	\$94.56	986	\$89.14	\$88,783.44	\$5,965.80	\$94,749.24	\$130,810.80	\$22,556.00	\$248,116.04	\$249.11
Roadway Engineer	Michael Han	\$62.40	\$67.50	2,002	\$63.00	\$126,126.00	\$9,475.03	\$134,601.03	\$185,830.18	\$32,043.12	\$352,474.33	\$176.06
Roadway Engineer	Jimmy Vuong	\$62.40	\$67.50	1,270	\$55.28	\$70,218.30	\$4,718.31	\$74,936.61	\$103,457.49	\$17,839.41	\$196,233.51	\$154.51
Senior Engineer	Carl Sosa	\$57.68	\$66.54	905	\$59.42	\$53,775.10	\$3,613.41	\$57,388.51	\$79,230.58	\$13,661.91	\$150,281.01	\$166.06
Project Engineer	Joe Sawtelle	\$60.93	\$79.89	2,244	\$73.20	\$164,260.80	\$11,037.49	\$175,298.29	\$242,016.82	\$41,731.51	\$459,046.63	\$204.57
Junior Engineer	Terence Ho	\$27.40	\$42.95	1,966	\$30.70	\$60,970.20	\$4,096.89	\$65,067.09	\$89,831.62	\$15,489.87	\$170,388.58	\$85.79
Junior Engineer	Thiet Dang	\$27.40	\$42.95	2,024	\$28.85	\$58,392.40	\$3,923.67	\$62,316.07	\$86,033.57	\$14,834.96	\$163,184.61	\$80.62
CADD	Courtney Endo	\$19.23	\$28.85	2,469	\$30.00	\$74,070.00	\$4,977.13	\$79,047.13	\$109,132.47	\$18,817.96	\$206,997.55	\$83.84
Clerical/Admin Assistant	Staff	\$17.00	\$21.37	232	\$19.00	\$4,408.00	\$296.20	\$4,704.20	\$6,484.61	\$1,119.88	\$12,318.69	\$53.10
TOTAL =					14,126	\$701,004.24	\$47,103.93	\$748,108.17	\$1,032,838.14	\$178,094.63	\$1,969,040.94	

FEE (PROFIT)	10.00%
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INDIRECT COST	
Overhead	101.92%
General & Admin	36.14%
Total	138.06%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage	\$0.550	mi	3604	\$1,982.20	100
Travel				\$0.00	
Computer Charges				\$0.00	
WBS 165 - Reprographics (11x17 B&W)	\$0.750	Sheets	1400	\$1,050.00	185
WBS 165 - Reprographics (11x17 B&W)	\$0.800	Sheets	1000	\$800.00	185
WBS 165 - Reprographics (Large Exhibit)	\$12.000	sq. ft.	147	\$1,764.00	185
WBS 230 (60%) - Reprographics (11x17)	\$0.850	Sheets	5400	\$4,590.00	230 (60%)
WBS 230 (60%) - Reprographics (11x17)	\$0.100	Sheets	9000	\$900.00	230 (60%)
WBS 230 (95%) - Reprographics (11x17)	\$0.850	Sheets	10125	\$8,606.25	230 (95%)
WBS 230 (95%) - Reprographics (11x17)	\$0.100	Sheets	10500	\$1,050.00	230 (95%)
WBS 255 - Reprographics (11x17 B&W)	\$0.850	Sheets	8750	\$7,437.50	255
WBS 255 - Reprographics (11x17 B&W)	\$0.100	Sheets	12000	\$1,200.00	255
WBS 255 - Reprographics (11x17 B&W)	\$0.850	Sheets	10000	\$8,500.00	255
WBS 255 - Reprographics (11x17 B&W)	\$0.100	Sheets	16000	\$1,600.00	255
Lead Based Paint Surveys	\$2,990.000	Survey	1	\$2,990.00	185
TOTAL OTHER DIRECT COSTS				\$42,269.95	

Escalation Per Year = 3.00%		
Year	# of Months	Esc. Value
2009	2	1.000
2010	12	1.030
2011	12	1.061
2012	12	1.093
2013	6	1.126
2014	0	1.159
TOTAL	44	46.957
Escalation Factor for Contract		1.067

TOTAL COSTS		\$2,001,310.89
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**I-10/Tippacane Avenue Interchange Improvements Project
PS&E Preparation
8/25/2009**

PHASE	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)														
	WBS	Staff Name	\$249.11	\$178.08	\$154.51	\$166.06	\$204.57	\$85.79	\$80.52	\$83.84	\$53.10	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK		
		Staff Classification	Project Manager	Roadway Engineer	Roadway Engineer	Senior Engineer	Project Engineer	Junior Engineer	Junior Engineer	Thiet Dang	Courtney Endo			Staff	
3	TOTAL FOR PROJECT														
	3 PLANS SPECIFICATIONS & ESTIMATE (PS&E)														
	3.100.15	PROJECT MANAGEMENT - PS&E COMPONENT													
	3.100.15.10.1	Coordination and Administration	924	214	0	0	198	0	0	0	128	1164	\$1,839,167.81		
	3.100.15.10.2	Schedules	480	168			188				100	912	\$240,423.90		
	3.100.15.10.3	Progress Reports	60				20				18	96	\$19,887.64		
	3.100.15.10.4	Quality Assurance/Quality Control Plan	24	48			12				12	96	\$17,521.60		
	3.100.15.10.5	Update Project Management Plan	20									20	\$4,982.25		
	3.185	PREPARE BASE MAPS & PLAN SHEETS													
	3.185.20.99	Geotechnical Exploration Plan	42	120	80	76	146	128	200	212	0	1004	\$131,318.67		
	3.185.15.05	Typical Sections	2	20		8	12	28		20		2	\$498.22		
	3.185.15.05	Layouts	8	44		20	30	60		48		90	\$11,881.72		
	3.185.15.05	Profile/Superlevation	4	24		12	20	40		28		210	\$28,369.65		
	3.185.15.05	R/W Requirements Maps	6		40	20	30		60	44		126	\$16,917.52		
	3.185.30.10	Bridge Type Selection	4	4			8					200	\$25,659.76		
	3.185.30.99	Bridge Type Selection Meeting and Approval	8	4			4					16	\$3,337.22		
	3.185.25.30	Utilities	8		40	16	30		140	66		16	\$3,515.41		
	3.185.10.60	Design Surveys		24			12			8		300	\$33,788.19		
	3.230	DRAFT PS&E (60%)													
	3.230.05.05	Title Sheet	130	808	730	458	952	1024	1102	1228	0	6430	\$837,727.12		
	3.230.05.15	Key Map & Line Index Sheet	2	4		2	4	8		4		24	\$3,374.56		
	3.230.05.10	Typical Sections	2	20		8	12	28		4		24	\$3,374.56		
	3.230.05.20	Layouts	4	40		20	30	66		20		90	\$11,881.72		
	3.230.05.25	Profile/Superlevation	4	24		12	20	40		50		210	\$27,351.40		
	3.230.05.35	Contour Grading	4	4	40	16	32		64	28		126	\$16,917.52		
	3.230.05.30	Construction Details	20	8	150	72	100	100	270	100		210	\$26,436.22		
	3.230.05.40	Summary of Quantities	4	28		12	28	80		48		720	\$92,133.17		
	3.230.05.45	Soundwall Plans	8	80		40	60	120		88		180	\$22,818.64		
	3.230.25	Utilities	4		20	4	8		48	36		120	\$52,667.20		
	3.230.30	Drainage Plans (including Temp. Drainage)	4	16			8					28	\$5,449.96		
	3.230.30	Water Pollution Control	4	100		20	60	120		86		390	\$51,703.17		
	3.230.15.10	Stage Construction/Traffic Handling	24		480	120	300		720	386		2040	\$252,692.28		
	3.230.15.10	Detour Plans	2	32		16	20	48		32		150	\$19,681.40		
	3.230.15.10	Construction Area Signs	2	30		12	16	36		24		120	\$16,146.54		
3.230.15.05	Pavement Delineation Plans	8	100		30	60	140		112		450	\$68,255.88			

LOADED LABOR

RMC, Inc.																
I-10/Tipecanoe Avenue Interchange Improvements Project																
PS&E Preparation																
8/25/2009																
PHASE	WBS	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)	Staff Name	Staff Classification	Project Manager	Roadway Engineer	Roadway Engineer	Senior Engineer	Project Engineer	Junior Engineer	Junior Engineer	Thiet Dang	Courtney Endo	\$53.10	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
5	3.240.80				4										8	\$1,814.71
	3.265				32	160	100	96	202	200	180	204	204		1194	\$168,693.09
	3.265.20				20	140	100	80	150	180	180	204	204		1054	\$136,110.32
	3.265.30				4			4	12						20	\$4,115.47
	3.265.40				8	20		12	40	20					120	\$18,467.30
	3.265				24	72	0	18	72	0	0	0	0		204	\$37,102.73
	3.265.55				8	8			8						24	\$5,037.92
	3.265.55				8	40		18	40						104	\$19,874.90
	3.265.55				8	24			24					20	76	\$12,189.91
	CONSTRUCTION				52	196	0	32	140	32	0	56	56	24	532	\$90,129.66
6	5.270				40	136	0	18	116	24	0	48	48	0	380	\$66,378.72
	5.270.25.15				8	8			8						24	\$5,037.92
	5.270.20				8	40			20	24		40	40		132	\$18,539.29
	5.270.30				8	24			24						56	\$11,127.98
	5.270.20.35				8	24		8	24						64	\$12,466.41
	5.270.25.45				8	40		8	40			8	8		104	\$19,217.15
	5.285				12	60	0	16	24	8	0	8	8	24	152	\$23,760.92
	5.285.05				12	60		18	24	8		8	8	24	152	\$23,760.92
	CLOSEOUT				4	48	0	8	16	80	0	80	80	40	276	\$29,743.48
	6.295				4	48	0	8	16	80	0	80	80	40	276	\$29,743.48
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION																

ATTACHMENT 'B'

AECOM

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 24, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	\$82.16	19	\$1,561.04
Technical Director	\$70.11	125	\$8,763.75
Bridge Technical Leader	\$79.87	232	\$18,529.84
Engineer III	\$45.87	1,026	\$47,062.62
Senior Bridge Engineer (IV)	\$45.73	1,192	\$54,510.16
Principal/Project Engineer	\$62.01	370	\$22,943.70
Engineer II	\$33.17	981	\$32,539.77
Bridge Engineer	\$37.94	1,352	\$51,294.88
Engineer I	\$30.41	322	\$9,792.02
Senior CADD Technician	\$42.35	1,523	\$64,499.05
Clerical/Admin Assistant	\$18.84	99	\$1,865.16

Subtotal Hours & Direct Labor Costs	7,241	\$313,361.99	
Anticipated Salary Increases		\$21,056.34	
Total Direct Labor Costs		\$334,418.33	(1)

II. INDIRECT COSTS

INDIRECT RATE	150.00 %	x	\$ 334,418.33	=	Subtotal	\$501,627.49	(2)
			Subtotal (1)				

III. FEE (PROFIT)

	10 %	x	\$ 836,045.82	=	Subtotal	\$83,604.58	(3)
			Total (1) + (2)				

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	\$420.75
Travel, Flight (one way) Type Selection (2Engr)	\$400.00
Reproduction Full Size Drawings	\$800.00
Reproduction Half Size Drawings	\$270.00
Express Mail	\$100.00
Travel, Rental Car	\$50.00
Copying/Binding Reports (Drainage Rpt)	\$675.00
Copying/Binding Calculations	\$300.00
Copying/Binding Specifications	\$300.00
Copying/Binding Reports	\$90.00
Special Delivery	\$500.00

Subtotal \$	\$3,905.75	(4)
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V. TOTAL AMOUNT

\$923,556 (Total 1-4)

AECOM

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tipecanoe Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Manager	Mario Montes			19	\$82.16	\$1,561.04	\$104.89	\$1,665.93	\$2,498.90	\$418.48	\$4,581.32	\$241.12
Technical Director	Hiep Bui			125	\$70.11	\$8,763.75	\$588.88	\$9,352.63	\$14,028.94	\$2,338.16	\$25,719.73	\$205.76
Bridge Technical Leader	Bob Matthews			232	\$79.87	\$18,528.84	\$1,245.11	\$19,774.95	\$29,862.43	\$4,943.74	\$54,361.12	\$234.40
Engineer III	Brian Smith			1,028	\$45.87	\$47,062.62	\$3,162.37	\$50,224.99	\$75,337.48	\$12,556.25	\$138,118.72	\$134.62
Senior Bridge Engineer (IV)	Jackie Wang			1,192	\$45.73	\$54,510.16	\$3,682.81	\$58,192.97	\$87,259.45	\$14,543.24	\$159,975.66	\$134.21
Principal/Project Engineer	Ben Kho			370	\$62.01	\$22,943.70	\$1,541.70	\$24,485.40	\$36,728.10	\$6,121.35	\$67,334.65	\$181.99
Engineer II	Cristina Guytan			981	\$33.17	\$32,539.77	\$2,186.51	\$34,726.28	\$52,089.42	\$8,681.57	\$95,497.26	\$97.35
Bridge Engineer	Mike Wise			1,352	\$37.94	\$51,284.88	\$3,446.76	\$54,731.64	\$82,112.45	\$13,685.41	\$150,539.50	\$111.35
Engineer I	Duc Tran			322	\$30.41	\$9,792.02	\$657.97	\$10,449.99	\$15,674.99	\$2,612.50	\$28,737.48	\$89.25
Senior CADD Technician	Ed Landas			1,523	\$42.35	\$64,498.05	\$4,334.01	\$68,833.06	\$103,249.59	\$17,208.26	\$189,290.91	\$124.29
Clerical/Admin Assistant	Sandra Kent			99	\$18.84	\$1,865.16	\$125.33	\$1,990.49	\$2,986.73	\$497.62	\$5,473.85	\$55.29
				TOTAL =		\$313,361.99	\$21,056.34	\$334,418.33	\$501,627.49	\$83,604.58	\$919,650.40	

INDIRECT COST

Overhead	150.00%
General & Admin	0.00%
Total	150.00%

FEE (PROFIT)

10.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage	\$0.550	mi	765	\$420.75	
Travel, Flight (one way) Type Selection	\$100.000	Flights	4	\$400.00	
Computer Charges				\$0.00	
Reproduction Full Size Drawings	\$5.000	Sheets	160	\$800.00	
Reproduction Half Size Drawings	\$0.150	Sheets	1800	\$270.00	
Commercial Printing				\$0.00	
Express Mail	\$10.000	Deliveries	10	\$100.00	
Travel, Rental Car	\$50.000	Days	1	\$50.00	
Intersection Traffic Counts				\$0.00	
Ramp/Segment Counts				\$0.00	
Corridor Speed Surveys				\$0.00	
Copying/Binding Reports (Drainage Rpt)	\$0.150	Pages	4500	\$675.00	
Copying/Binding Calculations	\$0.100	Pages	3000	\$300.00	
Copying/Binding Specifications	\$0.100	Pages	3000	\$300.00	
Copying/Binding Reports	\$5.000	Reports	18	\$90.00	
Special Delivery	\$50.000	Deliveries	10	\$500.00	
TOTAL OTHER DIRECT COSTS				\$3,905.75	

Escalation Per Year =				3.00%
Year	# of Months	Esc.	Value	
2009	2	1.000	2.000	
2010	12	1.030	12.360	
2011	12	1.061	12.731	
2012	12	1.093	13.113	
2013	6	1.126	6.753	
2014	0	1.159	0.000	
TOTAL	44		46.957	
Escalation Factor for Contract				1.067

TOTAL COSTS

\$923,556.15

**I-10/Tippacanoe Avenue Interchange Improvements Project
PS&E Preparation**

8/24/2009

PHASE	WBS	Staff Name	Staff Classification	\$241.12	\$205.76	\$234.40	\$134.82	\$134.21	\$181.90	\$97.35	\$111.35	\$89.25	\$124.29	\$55.29	TOTAL HOURS	LABOR COST PER TASK
		Mario Montes	Project Manager	19	125	232	1026	1192	370	981	1352	322	1523	99	7241	\$919,650.40
		Bob Matthews	Bridge Technical Leader													
		Brian Smith	Engineer III													
		Jackie Wang	Senior Bridge Engineer (IV)													
		Ben Kuo	Principal/Project Engineer													
		Cristina Guyan	Engineer II													
		Mike Wise	Bridge Engineer													
		Duc Tran	Engineer I													
		Ed Landas	Senior CAD Technician													
		Sandra Kent	Civil/Asst Admin													
3	TOTAL FOR PROJECT															
				15	112	222	996	1,152	360	931	1,352	322	1,478	99	7039	\$891,980.00
	3.100.15 PROJECT MANAGEMENT - PS&E COMPONENT															
	3.100.15.10.1	Coordination and Administration		15	35	0	0	25	10	0	0	0	0	25	110	\$17,375.89
	3.100.15.10.4	Quality Assurance/Quality Control Plan			35			25	10					25	75	\$10,174.17
	3.185	PREPARE BASE MAPS & PLAN SHEETS		0	0	83	0	264	0	0	343	0	190	0	35	\$7,201.52
	3.185.15	Bridge Type Selection and Retrofit Evaluation				83		264			343		190		880	\$116,892.52
	3.230	DRAFT PS&E (60%)		0	0	74	379	439	229	993	527	265	680	16	3199	\$394,012.52
	3.230.30	Draft Drainage Plans				74	378	438	228	983	527	265	680	16	1482	\$174,957.04
	3.230.55	Structures Draft PS&E Incorporation														
	3.230	DRAFT PS&E (95%)		0	72	46	483	288	106	272	282	0	420	49	1717	\$219,055.48
	3.230.25	Draft Utility Plans			30		65		45					40	180	\$25,323.98
	3.230.30	Draft Drainage Plans			42		418		61	272				8	802	\$102,889.54
	3.230.55	Structures Draft PS&E Incorporation				45		268		262			420		1013	\$129,847.88
	3.285	FINAL DISTRICT PS&E PACKAGE		0	5	20	134	161	15	66	200	57	188	9	855	\$105,737.88
	3.285.20	Final District PS&E Package			5	20	134	155	15	68	200	57	180	9	841	\$103,838.32
	3.285.40	Resident Engineer's Pending File						8					8		14	\$1,799.55
5	CONSTRUCTION			4	8	10	30	30	10	0	0	0	0	0	92	\$14,839.22
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION		4	4	0	30	25	10	0	0	0	0	0	73	\$11,001.13
	5.270.20	Construction Engineering Work		4	4		30	25	10						73	\$11,001.13
	5.285	CONTRACT CHANGE ORDER ADMINISTRATION		0	4	10	0	6	0	0	0	0	0	0	19	\$3,838.08
	5.285.05	Contract Change Order (CCO) Process			4	10		5	0						19	\$3,838.08
6	CLOSEOUT			0	5	0	0	10	0	50	0	0	45	0	110	\$12,831.18
	6.295	FINAL CONSTRUCTION ESTIMATES & FINAL REPORT		0	5	0	0	10	0	50	0	0	45	0	110	\$12,831.18
	6.295.15	As-Built Plans			5			10		50					110	\$12,831.18
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION																\$5,473.85
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION																\$5,473.85

ATTACHMENT 'B'

ACT Consulting

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 24, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Task Manager	\$60.60	52	\$3,151.20
QC Engineer	\$57.00	144	\$8,208.00
Staff Engineer	\$31.82	328	\$10,436.96
Electrical	\$54.33	304	\$16,516.32
CAD Drafter	\$16.00	296	\$4,736.00
Subtotal Hours & Direct Labor Costs		1,124	\$43,048.48
Anticipated Salary Increases			\$3,117.33
Total Direct Labor Costs			\$46,165.81 (1)

II. INDIRECT COSTS

INDIRECT RATE 135.00 % x \$ 46,165.81 = Subtotal \$62,323.84 (2)
Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 108,489.66 = Subtotal \$10,848.97 (3)
Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$0.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$0.00
Photocopies (Color)	\$0.00
Commercial Printing	\$0.00
Mail/Courier	\$0.00
Photographs	\$0.00
Intersection Traffic Counts	\$0.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$0.00 (4)

V. TOTAL AMOUNT

\$119,339 (Total 1-4)

ACT Consulting

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tippencanoe Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Task Manager	Hon Yow, P.E.			52	\$60.60	\$3,151.20	\$228.19	\$3,379.39	\$4,562.18	\$794.16	\$8,735.73	\$167.99
QC Engineer	Sanfu Yeh, P.E.			144	\$57.00	\$8,208.00	\$594.38	\$8,802.38	\$11,883.21	\$2,080.56	\$22,754.15	\$158.01
Staff Engineer	Chihling Shiao			328	\$31.82	\$10,436.96	\$755.79	\$11,192.75	\$15,110.21	\$2,630.30	\$28,933.25	\$88.21
Electrical	Kay Hsu			304	\$54.33	\$16,516.32	\$1,196.02	\$17,712.34	\$23,911.66	\$4,162.40	\$45,786.40	\$150.81
CAD Drafter	Jose Gonzalez			298	\$16.00	\$4,768.00	\$342.95	\$5,078.95	\$6,856.59	\$1,193.55	\$13,129.10	\$44.36
TOTAL =					1,124	\$43,048.48	\$3,117.33	\$46,165.81	\$62,323.84	\$10,848.97	\$119,338.62	

INDIRECT COST	
Overhead	135.00%
General & Admin	0.00%
Total	135.00%

FEE (PROFIT)	10.00%
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OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage				\$0.00	
Travel				\$0.00	
Computer Charges				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Commercial Printing				\$0.00	
Mail/Courier				\$0.00	
Photographs				\$0.00	
Intersection Traffic Counts				\$0.00	
Ramp/Segment Counts				\$0.00	
Corridor Speed Surveys				\$0.00	
a				\$0.00	
b				\$0.00	
c				\$0.00	
d				\$0.00	
e				\$0.00	
TOTAL OTHER DIRECT COSTS				\$0.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2009	0	1.000	0.000
2010	10	1.030	10.300
2011	12	1.061	12.731
2012	12	1.093	13.113
2013	6	1.126	6.753
2014	0	1.159	0.000
TOTAL	40		42.897
Escalation Factor for Contract			1.072

TOTAL COSTS	\$119,338.62
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ACT Consulting													
I-10/Tippecanoe Avenue Interchange Improvements Project													
PS&E Preparation													
8/24/2009													
PHASE	WBS	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)				Staff Name	Task Manager	QC Engineer	Staff Engineer	Electrical	CAD Drafter	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
3													
	TOTAL FOR PROJECT												
	PLANS SPECIFICATIONS & ESTIMATE (PS&E)												
	3.100.15	PROJECT MANAGEMENT - PS&E COMPONENT											
	3.100.15.10.1	Coordination and Administration											
	3.100.15.10.4	Quality Assurance/Quality Control Plan											
	3.230	DRAFT PS&E (60%)											
	3.230.15.15	Elec. Plans: Light, Sig. Ramp Meter/TMS, Temp Light, Comm.											
	3.230	DRAFT PS&E (95%)											
	3.230.15.15	Elec. Plans: Light, Sig. Ramp Meter/TMS, Temp Light, Comm.											
5	3.255	FINAL DISTRICT PS&E PACKAGE											
	3.255.20	Final District PS&E Package											
	CONSTRUCTION												
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION											
	5.270.20.35	Shop Drawing and Submittal Review											
6	5.270.25.45	Respond to Inquiries/RFIs											
	CLOSEOUT												
	6.295	FINAL CONSTRUCTION ESTIMATES & FINAL REPORT											
	6.295.15	As-Built Plans											
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION							\$8,735.73	\$22,754.15	\$28,933.25	\$45,786.40	\$13,129.10		

ATTACHMENT 'B'

David Evans & Associates

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 25, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Survey Manager	\$60.00	150	\$9,000.00
Senior Survey Analyst	\$53.00	332	\$17,596.00
Survey Analyst	\$45.00	376	\$16,920.00
Survey CADD	\$35.50	532	\$18,886.00
Admin/Accounting	\$26.00	74	\$1,924.00
PLS Party Chief	\$45.40	274	\$12,439.60
Certified Party Chief	\$44.72	36	\$1,609.92
Senior Chainman	\$40.23	274	\$11,023.02
Chainman	\$39.66	80	\$3,172.80

Subtotal Hours & Direct Labor Costs	2,128	\$92,571.34
Anticipated Salary Increases		\$2,221.71
Total Direct Labor Costs		\$94,793.05 (1)

II. INDIRECT COSTS

INDIRECT RATE	174.68 % x	\$ 94,793.05	= Subtotal	\$165,584.50 (2)
		Subtotal (1)		

III. FEE (PROFIT)

10 % x	\$ 260,377.56	= Subtotal	\$26,037.76 (3)
	Total (1) + (2)		

IV. OTHER DIRECT COSTS

Item	Amount
WBS 185 Car Mileage	\$88.00
WBS 185 Survey Crew Vehicle Mileage	\$990.00
WBS 185 Deliveries	\$100.00
Laser Scanning	\$2,600.00
WBS 225 Car Mileage	\$88.00
WBS 225 Survey Crew Vehicle Mileage	\$440.00
Agency Fees, Record of Survey Costs	\$1,000.00
Agency Fees, Vacation Fees	\$2,000.00
Preliminary Title Report	\$52,500.00
Prints and Deliveries Consisting of:	\$1,500.00
Delivery Cost to Engineering Team	
4 Sets of ± 15 Sheet R/S, Twice (18x26)	
1 Final Mylar ± 15 Sheet R/W	
6 Sets of ± 10 Sheet Appraisal Maps (22x34)	
2 Sets of ± 98 Legals and Plats (8.5x11)	
2 Sets of ± 15 Sheet R/S, Twice (18x26)	

Subtotal \$	\$61,306.00 (4)
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V. TOTAL AMOUNT

\$347,721 (Total 1-4)

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tippacano Avenue Interchange Improvements Project
PS&E Preparation

August 25, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Survey Manager	Lisa Henselridge			150	\$80.00	\$9,000.00	\$218.00	\$9,218.00	\$16,098.51	\$2,531.45	\$27,845.96	\$185.64
Senior Survey Analyst	Bob Vasquez			332	\$53.00	\$17,596.00	\$422.30	\$18,018.30	\$31,474.37	\$4,949.27	\$54,441.95	\$163.98
Survey Analyst	Ryan Versteeg			376	\$45.00	\$16,920.00	\$408.08	\$17,328.08	\$30,265.20	\$4,759.13	\$52,350.40	\$139.23
Survey CADD	Lisa Hampton			532	\$35.50	\$18,886.00	\$453.28	\$19,339.28	\$33,781.83	\$5,312.11	\$58,433.20	\$109.84
Admin/Accounting	Nicole Niverson			74	\$28.00	\$1,924.00	\$46.18	\$1,970.18	\$3,441.50	\$541.17	\$5,952.85	\$80.44
PLS Party Chief	Jerry Woodrow			274	\$45.40	\$12,439.60	\$298.55	\$12,738.15	\$22,251.00	\$3,498.92	\$38,488.07	\$140.47
Certified Party Chief	Jose Alcantara			36	\$44.72	\$1,609.92	\$38.64	\$1,648.56	\$2,879.70	\$452.83	\$4,981.09	\$138.36
Senior Chainman	Ed Muniz			274	\$40.23	\$11,023.02	\$284.55	\$11,287.57	\$19,717.13	\$3,100.47	\$34,105.17	\$124.47
Chainman	Zachary Buren			80	\$39.66	\$3,172.80	\$76.15	\$3,248.95	\$5,675.28	\$892.42	\$9,816.63	\$122.71
				TOTAL =		\$92,571.34	\$2,221.71	\$94,793.05	\$165,584.50	\$26,037.76	\$286,415.31	

INDIRECT COST

Overhead	173.59%
General & Admin	1.09%
Total	174.68%

FEE (PROFIT)

10.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diam				\$0.00	
WBS 185 Car Mileage	\$0.550	mi	160	\$88.00	185
WBS 185 Survey Crew Vehicle Mileage	\$0.550	mi	1800	\$990.00	185
WBS 185 Deliveries	\$100.000	ea	1	\$100.00	185
Laser Scanning	\$520.000	Days	5	\$2,600.00	185
WBS 225 Car Mileage	\$0.550	mi	160	\$88.00	225
WBS 225 Survey Crew Vehicle Mileage	\$0.550	mi	800	\$440.00	225
Agency Fees, Record of Survey Costs	\$1,000.000	ea	1	\$1,000.00	225
Agency Fees, Vacation Fees	\$1,000.000	ea	2	\$2,000.00	225
Preliminary Title Report	\$750.000	ea	70	\$52,500.00	225
Prints and Deliveries Consisting of:	\$1,500.000	ea	1	\$1,500.00	225
Delivery Cost to Engineering Team				\$0.00	
4 Sets of ± 15 Sheet R/S, Twice (18x26)				\$0.00	
1 Final Mylar ± 15 Sheet R/W				\$0.00	
6 Sets of ± 10 Sheet Appraisal Maps (22x34)				\$0.00	
2 Sets of ± 98 Legals and Plats (8.5x11)				\$0.00	
2 Sets of ± 15 Sheet R/S, Twice (18x26)				\$0.00	
TOTAL OTHER DIRECT COSTS				\$61,306.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2009	2	1.000	2.000
2010	8	1.030	8.240
2011	0	1.061	0.000
2012	0	1.093	0.000
2013	0	1.126	0.000
2014	0	1.159	0.000
TOTAL	10		10.240
Escalation Factor for Contract			1.024

TOTAL COSTS

\$347,721.31

**I-10/Tippecanoe Avenue Interchange Improvements Project
PS&E Preparation**

MPC0909e1-gc

ATTACHMENT 'B'

Earth Mechanics Inc.

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	\$68.10	88	\$5,992.80
Principal Engineer	\$53.00	361	\$19,133.00
Senior Geologist	\$43.00	50	\$2,150.00
Project Engineer	\$34.75	217	\$7,540.75
Staff Engineer	\$27.25	85	\$2,316.25
Senior Tech	\$40.50	240	\$9,720.00
Clerical	\$21.00	4	\$84.00

Subtotal Hours & Direct Labor Costs	1,045	\$46,936.80	
Anticipated Salary Increases		\$1,126.48	
Total Direct Labor Costs		\$48,063.28	(1)

II. INDIRECT COSTS

INDIRECT RATE	165.00 % x	\$ 48,063.28	= Subtotal	\$79,304.42	(2)
		Subtotal (1)			

III. FEE (PROFIT)

	10 % x	\$ 127,367.70	= Subtotal	\$12,736.77	(3)
		Total (1) + (2)			

IV. OTHER DIRECT COSTS

Item	Amount
Permit Fees	\$0.00
Drill Rig Mob/demob	\$2,080.00
Drill Rig Drilling	\$23,920.00
LA Drill Mob/demob	\$1,125.00
LA Drilling	\$3,600.00
CPT	\$0.00
Drums/Removal	\$0.00
Chemical tests	\$0.00
Supplies (cement, etc)	\$1,750.00
Subsistence (for LA)	\$230.00
Traffic Control	\$8,400.00
Moisture & Density	\$2,800.00
Moisture	\$1,400.00
Passing #200 Sieve	\$1,258.00
Sieve Analyses	\$3,045.00
Sieve & Hydrometer	\$1,860.00
Atterberg Limits	\$880.00
Direct Shear	\$2,470.00
UC Triaxial	\$0.00
UU Triaxial	\$550.00
CU Triaxial test	\$0.00
Expansion Index	\$450.00
Corrosion Suite	\$2,106.00
Sand Equivalent	\$660.00
R-value	\$3,800.00
Consolidation	\$650.00
Max Density	\$780.00

Subtotal \$	\$63,814.00	(4)
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V. TOTAL AMOUNT

\$203,918 (Total 1-4)

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tippesano Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Manager	L. Cheang			88	\$88.10	\$5,992.80	\$143.83	\$6,136.63	\$10,125.43	\$1,626.21	\$17,868.27	\$203.28
Principal Engineer	A. Korkos			361	\$53.00	\$19,133.00	\$459.19	\$19,592.19	\$32,327.12	\$5,191.93	\$57,111.24	\$156.20
Senior Geologist	B. Schell			50	\$43.00	\$2,150.00	\$51.60	\$2,201.60	\$3,632.64	\$583.42	\$6,417.66	\$128.35
Project Engineer	C. Yang			217	\$34.75	\$7,540.75	\$180.98	\$7,721.73	\$12,740.85	\$2,048.26	\$22,508.84	\$103.73
Staff Engineer	J. Fang			85	\$27.25	\$2,316.25	\$55.59	\$2,371.84	\$3,913.54	\$628.54	\$6,913.91	\$81.34
Senior Tech	R. Jie			240	\$40.50	\$9,720.00	\$233.28	\$9,953.28	\$16,422.81	\$2,637.62	\$29,013.81	\$120.89
Clerical	J. Lander			4	\$21.00	\$84.00	\$2.02	\$86.02	\$141.93	\$22.79	\$250.74	\$62.68
TOTAL =					1,045	\$48,936.80	\$1,128.48	\$48,063.28	\$79,304.42	\$12,736.77	\$140,104.47	

INDIRECT COST

Overhead	165.00%
General & Admin	0.00%
Total	165.00%

FEE (PROFIT)

10.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Permit Fees	\$200,000	lump sum	0	\$0.00	230
Drill Rig Mobilization	\$260,000	hour	8	\$2,080.00	230
Drill Rig Drilling	\$260,000	hour	82	\$21,280.00	230
LA Drill Mobilization	\$225,000	hour	5	\$1,125.00	230
LA Drilling	\$300,000	hour	12	\$3,600.00	230
CPT	\$3,000,000	day	0	\$0.00	230
Drums/Removal	\$75,000	ea	0	\$0.00	230
Chemical tests	\$150,000	ea	0	\$0.00	230
Supplies (cement, etc)	\$500,000	lump sum	3.5	\$1,750.00	230
Subsistence (for LA)	\$230,000	crew-day	1	\$230.00	230
Traffic Control	\$1,200,000	day	7	\$8,400.00	230
Moisture & Density	\$16	ea	175	\$2,800.00	230
Moisture	\$8	ea	175	\$1,400.00	230
Passing #200 Sieve	\$37	ea	34	\$1,258.00	230
Sieve Analyses	\$105,000	ea	29	\$3,045.00	230
Sieve & Hydrometer	\$155,000	ea	12	\$1,860.00	230
Atterberg Limits	\$80	ea	11	\$880.00	230
Direct Shear	\$130	ea	19	\$2,470.00	230
UC Triaxial	\$53	ea	0	\$0.00	230
UU Triaxial	\$110,000	ea	5	\$550.00	230
CU Triaxial test	\$275,000	ea	0	\$0.00	230
Expansion Index	\$90	ea	5	\$450.00	230
Corrosion Suite	\$162	ea	13	\$2,106.00	230
Sand Equivalent	\$65	ea	12	\$780.00	230
R-value	\$190,000	ea	20	\$3,800.00	230
Consolidation	\$130,000	ea	5	\$650.00	230
Max Density	\$130,000	ea	6	\$780.00	230
TOTAL OTHER DIRECT COSTS				\$63,814.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2009	2	1,000	2,000
2010	8	1,030	8,240
2011	0	1,061	0,000
2012	0	1,093	0,000
2013	0	1,126	0,000
2014	0	1,159	0,000
TOTAL	10		10,240
Escalation Factor for Contract			1.024

TOTAL COSTS

\$203,918.47

I-10/Tipecano Avenue Interchange Improvements Project
PS&E Preparation
8/24/2009

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ATTACHMENT 'B'

LDP Design Group

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 24, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
LDP Staff LA level 3	\$58.91	478	\$28,158.98
LDP Staff LA level 2	\$57.14	136	\$7,771.04
LDP Admin Officer	\$34.36	39	\$1,340.04
LDP Staff LA level 1	\$31.42	400	\$12,568.00

Subtotal Hours & Direct Labor Costs	1,053	\$49,838.06
Anticipated Salary Increases		\$3,508.33
Total Direct Labor Costs		\$53,346.39 (1)

II. INDIRECT COSTS

INDIRECT RATE 148.00 % x \$ 53,346.39 = Subtotal \$78,952.66 (2)

Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 132,299.06 = Subtotal \$13,229.91 (3)

Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$641.30
WBS 185 - Repro (11x17 B&W)	\$780.00
WBS 185 - Repro (11x17 Color)	\$157.50
WBS 185 - Repro (Large Format Color)	\$1,368.00
WBS 230 (60%) - Reprographics (11x17 B&W Plans)	\$130.00
WBS 230 (60%) - Reprographics (11x17 B&W Specifications)	\$45.00
WBS 230 (95%) - Reprographics (11x17 B&W Plans)	\$130.00
WBS 230 (95%) - Reprographics (11x17 B&W Specifications)	\$45.00
WBS 255 - Reprographics (11x17 B&W Draft Plans)	\$130.00
WBS 255 - Reprographics (11x17 B&W Draft Specifications)	\$45.00
WBS 255 - Reprographics (11x17 B&W Final Plans)	\$130.00
WBS 255 - Reprographics (11x17 B&W Final Specifications)	\$45.00

Subtotal \$ \$3,646.80 (4)

V. TOTAL AMOUNT

\$149,176 (Total 1-4)

LDP Design Group

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tiptecanoe Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
LDP Staff LA level 3	Brent Praegitzer			478	\$58.91	\$28,158.98	\$1,982.24	\$30,141.22	\$44,609.01	\$7,475.02	\$82,225.26	\$172.02
LDP Staff LA level 2	Michelle Han			138	\$57.14	\$7,771.04	\$547.04	\$8,318.08	\$12,310.76	\$2,062.88	\$22,891.72	\$166.85
LDP Admin Officer	Elaine Praegitzer			39	\$34.36	\$1,340.04	\$94.33	\$1,434.37	\$2,122.87	\$355.72	\$3,912.97	\$100.33
LDP Staff LA level 1	Christine MacDonald			400	\$31.42	\$12,568.00	\$884.72	\$13,452.72	\$19,910.03	\$3,338.27	\$36,889.02	\$91.75
TOTAL =				1,053		\$49,838.06	\$3,508.33	\$53,346.39	\$78,952.66	\$13,228.91	\$145,528.96	

FEE (PROFIT)	10.00%
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INDIRECT COST	
Overhead	148.00%
General & Admin	0.00%
Total	148.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage	\$0.550	mi	1168	\$641.30	100
WBS 185 - Repro (11x17 B&W)	\$0.750	ea	1040	\$780.00	185
WBS 185 - Repro (11x17 Color)	\$1.750	ea	80	\$157.50	185
WBS 185 - Repro (Large Format Color)	\$12.000	sq. ft.	114	\$1,368.00	185
WBS 230 (60%) - Reprographics (11x17)	\$0.250	ea	520	\$130.00	230 (60%)
WBS 230 (60%) - Reprographics (11x17)	\$0.100	ea	450	\$45.00	230 (60%)
WBS 230 (95%) - Reprographics (11x17)	\$0.250	ea	520	\$130.00	230 (95%)
WBS 230 (95%) - Reprographics (11x17)	\$0.100	ea	450	\$45.00	230 (95%)
WBS 255 - Reprographics (11x17 B&W)	\$0.250	ea	520	\$130.00	255
WBS 255 - Reprographics (11x17 B&W)	\$0.100	ea	450	\$45.00	255
WBS 255 - Reprographics (11x17 B&W)	\$0.250	ea	520	\$130.00	255
WBS 255 - Reprographics (11x17 B&W)	\$0.100	ea	450	\$45.00	255
b				\$0.00	
c				\$0.00	
d				\$0.00	
e				\$0.00	
TOTAL OTHER DIRECT COSTS				\$3,646.80	

Escalation Per Year = 3.00%		
Year	# of Months	Value
2009	0	1.000
2010	12	1.030
2011	12	1.061
2012	12	1.093
2013	6	1.126
2014	0	1.159
TOTAL	42	44.957
Escalation Factor for Contract		
1.070		

TOTAL COSTS	\$149,175.76
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LDP Design Group								
I-10/Tippecanoe A venue Interchange Improvements Project								
PS&E Preparation								
8/24/2009								
	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)		\$172.02	\$166.85	\$100.33	\$91.75		
PHASE	WBS	Staff Name	Brent Praegitzer	Michelle Han	Elaine Praegitzer	Christine MacDonald	TOTAL FULLY LOADED LABOR COST PER TASK	
		Staff Classification	LDP Staff LA level 3	LDP Staff LA level 2	LDP Admin Officer	LDP Staff LA level 1		
							TOTAL HOURS	
	TOTAL FOR PROJECT		478	136	39	400	1053	\$148,528.96
3	PLANS SPECIFICATIONS & ESTIMATE (PS&E)		431	136	39	400	1006	\$137,444.05
	3.185	PREPARE BASE MAPS & PLAN SHEETS	100	40	8	80	228	\$32,018.44
	3.185.15.99	Landscape Concept Plan	100	40	8	80	228	\$32,018.44
	3.230	DRAFT PS&E (60%)	160	60	16	200	436	\$57,488.98
	3.230.10	Planting and Irrigation Plans	160	60	16	200	436	\$57,488.98
	3.230	DRAFT PS&E (95%)	120	36	10	80	246	\$34,992.08
	3.230.10	Planting and Irrigation Plans	120	36	10	80	246	\$34,992.08
	3.265	FINAL DISTRICT PS&E PACKAGE	40	0	5	40	85	\$11,052.34
	3.265.20	Final District PS&E Package	40		5	40	85	\$11,052.34
	3.265	AWARDED & APPROVED CONSTRUCTION CONTRACT	11	0	0	0	11	\$1,892.21
	3.265.55	Pre-Bid Meeting	4				4	\$688.08
	3.265.55	Respond to Inquiries	6				6	\$1,032.12
3.265.55	Prepare Addenda	1				1	\$172.02	
5	CONSTRUCTION		39	0	0	0	39	\$6,708.76
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	33	0	0	0	33	\$5,676.64
	5.270.25.15	Pre-Construction Meeting	4				4	\$688.08
	5.270.20	Additional Drawings at Caltrans Request	3				3	\$516.06
	5.270.30	Site Visits	12				12	\$2,064.23
	5.270.20.35	Shop Drawing and Submittal Review	8				8	\$1,376.15
	5.270.25.45	Respond to Inquiries/RFIs	6				6	\$1,032.12
	5.285	CONTRACT CHANGE ORDER ADMINISTRATION	6	0	0	0	6	\$1,032.12
	5.285.05	Contract Change Order (CCO) Process	6				6	\$1,032.12
6	CLOSEOUT		8	0	0	0	8	\$1,376.15
	6.295	FINAL CONSTRUCTION ESTIMATES & FINAL REPORT	8	0	0	0	8	\$1,376.15
	6.295.15	As-Built Plans	8				8	\$1,376.15
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$82,225.26	\$22,691.72	\$3,912.97	\$36,699.02		

ATTACHMENT 'B'

LSA Associates

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 24, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$63.56	40	\$2,542.40
Associate	\$47.26	74	\$3,497.24
Senior Specialist or Planner	\$40.74	92	\$3,748.08
Specialist or Planner	\$32.59	171	\$5,572.89
Asst. Specialist or Planner	\$29.33	60	\$1,759.80
GIS/Graphics	\$37.48	28	\$1,049.44
WP/Editor	\$24.45	20	\$489.00
Office Asst.	\$17.93	2	\$35.86

Subtotal Hours & Direct Labor Costs	487	\$18,694.71
Anticipated Salary Increases		\$1,256.19
Total Direct Labor Costs		\$19,950.90 (1)

II. INDIRECT COSTS

INDIRECT RATE 178.91 % x \$ 19,950.90 = Subtotal \$35,694.15 (2)
Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 55,645.05 = Subtotal \$5,564.51 (3)
Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	\$499.95
Photocopies (Black & White)	\$500.00
Photocopies (Color)	\$250.00

Subtotal \$ \$1,249.95 (4)

V. TOTAL AMOUNT

\$62,460 (Total 1-4)

LSA Associates

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tippencanoe Avenue Interchange Improvements Project
PS&E Preparation

August 24, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Principal				40	\$93.56	\$2,542.40	\$170.84	\$2,713.24	\$4,854.25	\$766.75	\$8,324.24	\$208.11
Associate				74	\$47.26	\$3,497.24	\$235.00	\$3,732.24	\$8,677.34	\$1,040.96	\$11,450.54	\$154.74
Senior Specialist or Planner				92	\$40.74	\$3,748.08	\$251.85	\$3,999.93	\$7,156.28	\$1,115.62	\$12,271.83	\$133.39
Specialist or Planner				171	\$32.59	\$5,572.89	\$374.47	\$5,947.36	\$10,840.42	\$1,658.78	\$18,246.56	\$106.71
Asst. Specialist or Planner				60	\$29.33	\$1,759.80	\$118.25	\$1,878.05	\$3,360.02	\$523.81	\$5,761.88	\$96.03
GIS/Graphics				28	\$37.48	\$1,049.44	\$70.52	\$1,119.96	\$2,003.72	\$312.37	\$3,436.04	\$122.72
WP/Editor				20	\$24.45	\$489.00	\$32.86	\$521.86	\$933.66	\$145.55	\$1,601.07	\$80.05
Office Asst.				2	\$17.93	\$35.86	\$2.41	\$38.27	\$68.47	\$10.67	\$117.41	\$58.71
TOTAL =						\$18,694.71	\$1,256.19	\$19,950.90	\$35,694.15	\$5,564.51	\$61,209.56	

FEE (PROFIT)	10.00%
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INDIRECT COST	
Overhead	178.91%
General & Admin	0.00%
Total	178.91%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage	\$0.550	mi	909	\$499.95	100
Travel				\$0.00	
Computer Charges				\$0.00	
Photocopies (Black & White)	\$0.100	ea	5000	\$500.00	235
Photocopies (Color)	\$2.500	ea	100	\$250.00	235
Commercial Printing				\$0.00	
Mail/Courier				\$0.00	
Photographs				\$0.00	
Intersection Traffic Counts				\$0.00	
Ramp/Segment Counts				\$0.00	
Corridor Speed Surveys				\$0.00	
a				\$0.00	
b				\$0.00	
c				\$0.00	
d				\$0.00	
e				\$0.00	
TOTAL OTHER DIRECT COSTS				\$1,249.95	

Escalation Per Year =			
Year	# of Months	Esc.	Value
2009	2	1.000	2.000
2010	12	1.030	12.360
2011	12	1.061	12.731
2012	12	1.093	13.113
2013	6	1.126	6.753
2014	0	1.159	0.000
TOTAL	44		46.957
Escalation Factor for Contract			1.067

TOTAL COSTS	\$62,459.51
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LSA Associates																
I-10/Tippacnoe Avenue Interchange Improvements Project																
PS&E Preparation																
8/24/2009																
PHASE	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)				Staff Name	Staff Classification	Project Principal	Associate	Senior Specialist or Planner	Specialist or Planner	Asst. Specialist or Planner	GIS/Graphics	WP/Editor	Office Asst.	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
3	TOTAL FOR PROJECT															
	PLANS SPECIFICATIONS & ESTIMATE (PS&E)															
	3.100.15	PROJECT MANAGEMENT - PS&E COMPONENT														
	3.100.15.10.1	Coordination and Administration														
	3.235	MITIGATE ENVIRONMENTAL IMPACTS & HAZARDOUS WASTE														
	3.235.05	Environmental Mitigation														
	3.235.05.99	Jurisdictional Permits														
	3.235.40	Environmental Commitment Record														
	3.235.05.16	Biological Monitoring (MBTA)														
	3.235.05.25	Paleontological Mitigation Plan														
3.235.05.25	Paleontological Resources Monitoring															
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION																
	\$8,324.24	\$11,450.54	\$12,271.83	\$18,246.56	\$5,761.38	\$3,436.04	\$1,801.07	\$117.41								
															487	\$61,209.56
															487	\$61,209.56
															56	\$8,323.71
															56	\$8,323.71
															431	\$52,885.85
															76	\$10,180.29
															88	\$10,799.11
															44	\$5,677.14
															38	\$4,876.67
															129	\$15,398.49
															56	\$5,954.13

ATTACHMENT 'B'

PQM Inc.

San Bernardino Associated Governments (SANBAG)

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

August 21, 2009

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
QA Manager	\$77.07	192	\$14,797.44
Subtotal Hours & Direct Labor Costs		192	\$14,797.44
Anticipated Salary Increases			\$672.54
Total Direct Labor Costs			\$15,469.98 (1)

II. INDIRECT COSTS

INDIRECT RATE 135.90 % x \$ 15,469.98 = Subtotal \$21,023.71 (2)
Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 36,493.69 = Subtotal \$3,649.37 (3)
Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$0.00
Travel	\$0.00
Subtotal \$'	\$0.00 (4)

V. TOTAL AMOUNT \$40,143 (Total 1-4)

PQM Inc.

LABOR & OTHER DIRECT COST (ODC) SUMMARY
I-10/Tipppecanoe Avenue Interchange Improvements Project
PS&E Preparation

August 21, 2009

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
QA Manager	Don Archer			192	\$77.07	\$14,797.44	\$672.54	\$15,469.98	\$21,023.71	\$3,649.37	\$40,143.06	\$209.08
				TOTAL =	192	\$14,797.44	\$672.54	\$15,469.98	\$21,023.71	\$3,649.37	\$40,143.06	

FEE (PROFIT) 10.00%

INDIRECT COST	
Overhead	135.90%
General & Admin	0.00%
Total	135.90%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Car Mileage				\$0.00	
Travel				\$0.00	
Computer Charges				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Commercial Printing				\$0.00	
Mail/Courier				\$0.00	
Photographs				\$0.00	
Intersection Traffic Counts				\$0.00	
Ramp/Segment Counts				\$0.00	
Corridor Speed Surveys				\$0.00	
a				\$0.00	
b				\$0.00	
c				\$0.00	
d				\$0.00	
e				\$0.00	
TOTAL OTHER DIRECT COSTS				\$0.00	

Escalation Per Year = 3.00%			
Year	# of Months	Esc.	Value
2009	0	1.000	0.000
2010	2	1.030	2.060
2011	2	1.061	2.122
2012	0	1.093	0.000
2013	0	1.126	0.000
2014	0	1.159	0.000
TOTAL	4		4.182
Escalation Factor for Contract			
1.045			

TOTAL COSTS \$40,143.06

PQM Inc.

I-10/Tippecanoe Avenue Interchange Improvements Project

PS&E Preparation

8/21/2009

	Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)		\$209.08	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
PHASE	WBS	Staff Name	Don Archer		
		Staff Classification	QA Manager		
	TOTAL FOR PROJECT		192		
3	PLANS SPECIFICATIONS & ESTIMATE (PS&E)		192	192	\$40,143.06
	3.100.15	PROJECT MANAGEMENT - PS&E COMPONENT	192	192	\$40,143.06
	3.100.15.10	Quality Assurance/Quality Control Plan	192	192	\$40,143.06
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$40,143.06		

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: September 10, 2009

Subject: I-10 Riverside Avenue Interchange Reconstruction

Recommendation:* Allow construction Contract No. C10007 for the I-10/Riverside Avenue Interchange reconstruction to proceed directly to the Board of Directors for approval to award the contract without prior Major Projects Committee approval.

Background: The I-10/Riverside Avenue Interchange reconstruction project is ready to proceed to construction. Due to the timely use of funds constraint placed on the funding approved by the California Transportation Commission (CTC), it is critical that this project be awarded as soon as possible. The CTC obligated the Regional Improvement Program (RIP) and Trade Corridor Improvement Funds (TCIF) funds at the April 15, 2009 meeting. Once the funds are obligated, the project needs to be awarded within six months or the funds may be rescinded. Therefore, the I-10/Riverside project needs to be awarded by October 2009.

The funds needed to be obligated in April so the I-10/Riverside project could be included in the purchase of the State Private Investment Bonds, which made available the TCIF funds allowing the project to proceed to construction. At the time of obligation the project was scheduled to be awarded prior to the end of October. Due to the inability to obtain a temporary construction easement from an adjacent property owner, which was believed to be imminent at the time of the CTC meeting, the right of way certification was delayed. The project was

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Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

subsequently re-designed to avoid the need for the temporary construction easement and as such, the right of way certification was obtained on June 24, 2009. With this delay the revises scheduled award of the contract is November.

To comply with the CTC requirements, an amendment to the TCIF Baseline Agreement moving the award of the construction contract to January 2010 was approved at the August 2009 CTC meeting. In addition, a book item is on the agenda for the September 2009 CTC meeting to provide an exception to the policy of awarding the project within six months by extending it to nine months, January 2010.

SANBAG Board previously executed the other required agreements required for this project to proceed to construction. A three party (SANBAG, Caltrans, City) construction cooperative agreement, executed on July 18, 2008 (08-1322) assigned the advertisement, award and administration of the construction and construction management contract management to SANBAG. Escrow agreement (C09-149), approved by the Board at the March 4, 2009 meeting allocates the City's funds to SANBAG for payment to the contractor and construction management consultant. On August 5, 2009 SANBAG Board of Directors approved the project construction advertisement.

To ensure that this construction contract is awarded as soon as possible, staff requests that, upon bid opening and verification of the lowest responsive bid, this contract is awarded to the lowest responsive bidder at the earliest possible Board of Directors meeting.

Financial Impact: Item is consistent with t Fiscal Year 2009/2010 budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on September 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: September 10, 2009

Subject: Model Project Funding Agreement for use in the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Grade Separation Sub-program, and Mountain/Desert Major Local Highways Programs

Recommendation:* Approve the Model Project Funding Agreement for use in the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Grade Separation Sub-program, and Mountain/Desert Major Local Highways Programs (Attachment 1 – to be provided under separate cover).

Background: The adopted Measure I 2010-2040 Strategic Plan Policies 40001, 40013 and 40017 state that a local jurisdiction may begin expenditure of funds on the referenced projects after the execution of a Project Funding Agreement by both SANBAG and the jurisdiction. This applies to projects that have received an allocation of Measure I funding in the Valley Freeway Interchange Program, the Valley Rail-Highway Grade Separation Sub-program, and in the Major Local Highways Programs in the Mountain/Desert subareas. Allocations of Measure I funds are to be approved through the annual apportionment and allocation process established in the Strategic Plan, and allocations will be made only after evaluation of each project's impact to SANBAG's overall financial strength and stability. Allocations will consider and be subordinate to SANBAG's obligation to debt service.

The Project Funding Agreement is a cooperative agreement between SANBAG and the agency sponsoring one of the above-referenced

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Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

projects. The Project Funding Agreement establishes roles, responsibilities, terms and financial commitments for each agency involved in the project. One agreement is executed between SANBAG and the sponsoring agency for each project. Each agreement contains the scope, public share commitment and development mitigation commitment, where applicable, for the phase of the project in receipt of an allocation of funding. As future phases of the project are awarded public share funding, the agreement is amended to specify project scope, public share and development mitigation commitments. Both the City Council/Board of Supervisors representing the sponsoring agency and SANBAG must approve the Project Funding Agreement and each subsequent amendment.

For projects with multiple local jurisdictions involved, the sponsoring agency is required to provide a copy of a fully executed Development Mitigation Cooperative Agreement to be included with the Project Funding Agreement. The Development Mitigation Cooperative Agreement provides guarantees by the lead agency prior to any expenditure of Measure I funds on a project that the requisite amount of development mitigation is available from all contributing agencies as outlined in the Nexus Study. Each City Council/Board of Supervisors representing a contributing agency will be required to participate in the Development Mitigation Cooperative Agreement prior to the approval of the Project Funding Agreement, or the lead agency may commit to the full percentage on its own.

Financial Impact:

This item is consistent with the approved FY 09/10 budget.

Reviewed By:

This item will be reviewed by the Major Projects Committee on September 10, 2009 and the Mountain/Desert Committee on September 18. The item was also reviewed by SANBAG counsel

Responsible Staff:

Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: September 10, 2009

Subject: Model Advance Expenditure Agreement for the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Rail-Highway Grade Separation Sub-program, and Victor Valley Major Local Highways Program

Recommendation:* Approve the Model Advance Expenditure Agreement for the Measure I 2010-2040 Valley Freeway Interchange Program, Valley Rail-Highway Grade Separation Sub-program, and the Victor Valley Major Local Highways Program (Attachment 1 – to be provided under separate cover).

Background: The Advance Expenditure (AE) process was established in the Measure I 2010-2040 Strategic Plan to provide reimbursement or credit to local jurisdictions that wish to deliver Nexus Study projects with local resources in advance of an allocation of Measure I funds. Local jurisdictions that wish to take advantage of this option may request to be reimbursed for the public share of an advanced project's cost at such time as Measure I funds are available through the applicable program. Alternatively, the local jurisdiction may request to have the public share cost credited toward an equal development share cost for one or more subsequent projects.

The Measure I 2010-2040 Strategic Plan includes Policy 40002 pertaining to the Advance Expenditure (AE) process for the San Bernardino Valley Subarea and Policy 40011 pertaining to the AE process for the Victor Valley. The policies state that, subject to SANBAG Board approval, local jurisdictions may begin expenditure of funds after the execution of an

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Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Advance Expenditure Agreement (AEA) for projects in the pertinent Valley and Victor Valley programs. Reimbursement of Measure I funds, or credit applied to other projects, would then occur at a later date, subject to the provisions in Policies 40002 and 40011. Approval of the model AEA (Attachment 1 – to be provided under separate cover) is requested. This model agreement would be adapted for use to the specific project scopes to which it applies. Any funds expended by a local jurisdiction on a project prior to the execution of the AEA are not eligible for reimbursement or credit.

The AEA establishes agency roles, responsibilities and financial commitments. One agreement would be executed between SANBAG and the sponsoring agency for the entire project. The agreement contains the scope of work, development mitigation commitment and public share of the cost to be reimbursed by SANBAG. As the sponsoring agency begins each subsequent phase of a project, the agreement would be amended to update the project scope, development mitigation commitments and public share of the cost to be reimbursed by SANBAG.

Reimbursement of advance expenditures will be considered in the annual apportionment process by the SANBAG Board so that jurisdictions have an estimate of the reimbursement available for budgeting purposes for the coming fiscal year. Credit to be applied to a subsequent project may only be reimbursed when the subsequent project is authorized for activity by the SANBAG Board, in accordance with the reimbursement policies established in the Strategic Plan. Each AEA and any allocation for later reimbursement will be approved by the Board after a full financial impact analysis of the project is completed. It is also recognized that reimbursement or credit for AEAs must be subordinate to debt service on bonds sold to deliver SANBAG- sponsored projects.

Financial Impact:

This item is consistent with the approved FY 09/10 budget, Task No. 60910000.

Reviewed By:

This item will be reviewed by the Major Projects Committee on September 10, 2009 and the Mountain/Desert Committee on September 18. The item was also reviewed by SANBAG counsel

Responsible Staff:

Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: September 9, 2009

Subject: Model Development Mitigation Cooperative Agreement

Recommendation:* Approve the model Development Mitigation Cooperative Agreement for adaptation and use by local jurisdictions.

Background: The Measure I 2010-2040 Strategic Plan was approved by the SANBAG Board of Directors on April 1, 2009. SANBAG staff is now in the process of implementing the policies included in the Plan. One of the provisions of the Strategic Plan for both the Valley Freeway Interchange Program and the Victor Valley Major Local Highways Program is that a Development Mitigation Cooperative Agreement needs to be executed between a sponsoring agency (or lead agency) and a supporting agency for cases in which interchange development fair shares are jointly funded by two or more local jurisdictions. Alternatively, the sponsoring agency may commit to provide the full minimum development share. The SANBAG Development Mitigation Nexus Study allocates shared responsibility for many of the interchanges. Attachment1 provides a listing of the percentage responsibility for each interchange. The interchanges are organized by freeway segment and not by priority. Costs are being updated for the 2009 Nexus Study.

Relationship between Agencies

The sponsoring agency will usually be the local jurisdiction having the largest development share. The Strategic Plan indicates that SANBAG will

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Approved
Major Projects Committee

Date: September 10, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

reimburse the sponsoring agency for the public share based on invoices received, and the supporting agency(ies) will reimburse the sponsoring agency for their required development share. The sponsoring agency will execute a Project Funding Agreement with SANBAG, and any supporting agencies will execute Development Mitigation Cooperative Agreements with the sponsoring agency. In the event SANBAG takes over project management of an interchange, all participating local jurisdictions will reimburse SANBAG for their appropriate development shares and will execute cooperative agreements with SANBAG to that effect.

Timing of Agreement Execution

The Strategic Plan indicates that jurisdictions should have executed the appropriate Development Mitigation Cooperative Agreements by the time they submit their Capital Project Needs Analyses (CPNA), which is the end of September of each year. The purpose of the Development Mitigation Cooperative Agreement is to obtain a commitment of all the jurisdictions involved to provide the development mitigation required to move the interchange project forward. If the jurisdictions are not clearly committed to their share of the development funding, then SANBAG should not allocate Measure I or other funds to the project. Given that SANBAG is already approaching the first year of Measure I 2010-2040 implementation, Given that there is insufficient time in this first year of the Measure to submit the Development Mitigation Cooperative Agreements along with the CPNAs, SANBAG staff believes it would be appropriate to provide additional flexibility for local jurisdictions to execute the cooperative agreements. Therefore, it is proposed that agencies desiring allocation of Measure I 2010-2040 dollars for Fiscal Year 2010-2011 (through the SANBAG apportionment process) present copies of the executed Development Mitigation Cooperative Agreements prior to the allocation of funds to projects by the SANBAG Board. Approval of fund allocation for FY10/11 by the SANBAG Board is anticipated no later than March 3, 2010. The flexibility for local jurisdiction execution of Development Mitigation Cooperative Agreements is recommended only for this year as an exception. In subsequent years, jurisdictions will need to provide the executed agreements at the time the sponsoring agency submits the CPNA pursuant to Measure I policy contained in the Strategic Plan.

The Model Agreement

A model Development Mitigation Cooperative Agreement is included as Attachment 2 (to be provided under separate cover). Although SANBAG

will not be a signatory to any of the Development Mitigation Cooperative Agreements, staff has prepared the model agreement for use by local jurisdictions. These agreements may be tailored by participating local jurisdictions to the specific project circumstances, but the core commitment of the model agreement needs to remain intact. This core commitment includes the commitment to provide the respective development shares through the completion of the project at the percentages listed in the Nexus Study. If there are more than two agencies involved in a single interchange project, the agreement may be adapted to a multi-party agreement, at the discretion of the agencies, rather than each supporting agency executing an individual agreement with the sponsoring agency.

It is possible that local jurisdiction priorities may not be consistent for multi-jurisdictional projects. Consequently, the sponsoring agency may wish to loan a sponsoring agency the development mitigation required for the project in the Nexus Study. In such a scenario, it is possible that the Development Mitigation Cooperative Agreement be adapted as a development mitigation loan agreement between the sponsoring and supporting agencies. The terms of the loan of development mitigation by the supporting agency to the sponsoring agency is left to the discretion of the two agencies. However, the full repayment of any development mitigation loan must occur prior to the sunset of Measure I 2010-2040. In any scenario, the Strategic Plan requires that a Development Mitigation Cooperative Agreement be in place for the project prior to SANBAG allocating Measure I funds to a project. Failure to provide an executed Development Mitigation Cooperative Agreement could be grounds for the SANBAG Board to reject a request for an allocation of Measure I 2010-2040 funds, even if the project satisfies all the other necessary criteria.

It should also be noted that if either a sponsoring agency or supporting agency does not have the actual development mitigation dollars available, Strategic Plan policies allow for transaction of internal loans for purposes of providing the local jurisdiction share of funding. SANBAG must have documented evidence of the commitment of funds, but is allowing flexibility for jurisdictions to provide internal loans from other accounts to support the development mitigation funding. SANBAG requires that documentation of internal loans be included in the Capital Project Needs Analysis and Development Mitigation Annual Reports.

SANBAG staff expects that it will take several months for jurisdictions to negotiate Development Mitigation Cooperative Agreements for interchange projects. Therefore, staff is requesting release of this model agreement to

initiate the process for local jurisdiction adoption of the cooperative agreement prior to the allocation of Measure I funds in early 2010. SANBAG staff is available to work with any of the jurisdictions to facilitate discussions of Development Mitigation Cooperative Agreements. Prior to taking the Development Mitigation Cooperative Agreements to city council/Board of Supervisors for approval, SANBAG staff should be provided with a draft copy for review, especially if the terms of the agreement deviate from the terms established in the model Development Mitigation Cooperative Agreement. Sponsoring agencies must provide executed copies of their agreements with supporting agencies to SANBAG no later than January 31, 2010. This will provide SANBAG staff with the understanding that the development share is available for a project. This information is required by January 31, 2010 so that staff can incorporate the information into the project allocation discussion which will take place during the February policy committee meetings.

It should be noted that SANBAG staff recognizes the challenges of local jurisdictions committing to their development shares and the added complexity of this when the development shares are funded jointly by two or more jurisdictions. Staff remains open to local jurisdiction efforts to simplify this process by consolidating development fair shares so that most interchanges involve development share commitment by only the sponsoring agency. Where this can be done, Development Mitigation Cooperative Agreements will not be required. In Fall 2008, SANBAG staff developed a draft table for how this consolidation/simplification might occur. This is most easily accomplished when done in a comprehensive manner, but could possibly be done on a subarea basis. SANBAG staff is not proposing the consolidation at this time, but the option exists if local jurisdictions determine that the execution of individual Development Mitigation Cooperative Agreements becomes an insurmountable obstacle to the timely delivery of interchange projects.

- Financial Impact:*** This item has no financial impact. The item is consistent with the approved Fiscal Year 2009-2010 SANBAG budget, Task 60910000.
- Reviewed By:*** This item will be reviewed by the Major Projects Committee on September 10, 2009 and Mountain/Desert Committee on September 18, 2009. The model agreement has been reviewed and approved by SANBAG Counsel.
- Responsible Staff:*** Steve Smith, Chief of Planning

Attachment 1

Interchange Development Fair Share Percentage Splits among Valley Jurisdictions by Freeway Segment from the 2007 Development Mitigation Nexus Study

Interchange			2007 Nexus Study Fair Shares	
	2007 Nexus Study Cost (\$Millions)	Total Fair Share Percentage	Jurisdictions Involved*	Corresponding Devel. Fair Share % Splits
SR-60 at:				
Ramona	\$27	31.3%	Ch/Co/Mo	53%/39%/8%
Central	\$27	58.8%	Ch/Co/Mo	91/8/1
Mountain	\$23	46.2%	Ch/On	50/50
Euclid	\$7	44.5%	On/Ch	57/43
Grove	\$45	48.3%	On/Ch	99/1
Vineyard	\$45	60.3%	On/Ch	93/7
Archibald	\$6	66.1%	On	100
I-10 at:				
Monte Vista	\$25	24.1%	Mo/Up/Co	74/2/24
Euclid	\$8	17.4%	Up/On	60/40
Grove/4 th	\$70	17.1%	On/RC/Up	64/22/14
Vineyard	\$74	60.0%	On	100
Cherry	\$44	35.4%	Co/Fo	64/36
Beech	\$34	50.0%	Fo/Co	64/36
Citrus	\$45	38.4%	Fo/Co	99/1
Alder	\$34	50.0%	Fo/Co	71/29
Cedar	\$34	30.0%	Co/Fo/Ri	74/12/14
Riverside	\$51	27.4%	Ri/Co/Ct	66/8/26
Pepper	\$34	34.0%	Ct/Co/SB	92/4/4
Mt. Vernon	\$32	5.1%	Ct	100
Tippecanoe	\$60	34.6%	SB/LL	50/50
Mtn. View	\$51	37.8%	LL/SB/Co/Re	70/20/6/4
California	\$45	47.8%	Co/LL/Re	47/38/15
Alabama	\$27	50.5%	Co/Re	65/35
University	\$5	17.9%	Re	100
Wabash	\$27	35.8%	Co/Re	88/12
Live Oak	\$19	37.0%	Yu/Re	99/1
Wildwood	\$31	50.0%	Yu	100

Interchange	2007 Nexus Study Fair Shares			
	2007 Nexus Study Cost (\$Millions)	Total Fair Share Percentage	Jurisdictions Involved*	Corresponding Devel. Fair Share % Splits
I-15 at:				
6 th /Arrow	\$37	50.0%	RC/Fo	90/10
Baseline	\$32	50.0%	RC/Fo	67/33
Duncan Cyn.	\$23	77.3%	Fo/Co	79/21
Sierra	\$13	80.3%	Ri/Fo/Co	65/28/7
Ranchero	\$32	57.5%	He/Co	93/7
Joshua	\$18	58.7%	He/Co	95/5
Mojave	\$51	55.4%	He/VV/AV/Co	77/8/11/4
Eucalyptus	\$51	57.4%	He/VV	53/47
Bear Valley	\$25	31.3%	He/VV/AV/Co	15/53/31/1
La Mesa/Nisqual	\$65	50.5%	VV/AV/Co	79/19/2
E-W Corridor	\$76	63.7%	VV/Ad/AV/Co	27/18/36/19
I-215 at:				
University	\$29	15.8	Co/SB	57/43
Pepper/Linden	\$51	50.0	SB	100
Palm	\$11	35.7	SB/Co	50/50
SR-210 at:				
Waterman	\$51	18.2	SB	
Del Rosa	\$36	32.8	SB/Hi/Co	63/28/9
Baseline	\$18	41.9	Hi	100
5 th	\$18	44.1	Hi/SB/Re	93/5/1

*Details on arrangements between County and Colton remain to be finalized on I-10/Pepper
Abbreviations: Ad=Adelanto; AV=Apple Valley; Ch=Chino; Co=County; Ct=Colton;
Fo=Fontana; Hesperia=He; Hi=Highland; LL=Loma Linda; Mo=Montclair; On=Ontario; RC=
Rancho Cucamonga; Re=Redlands; Ri=Rialto; SB=San Bernardino; Up=Upland;
VV=Victorville; Yu=Yucaipa

**ATTACHMENT 2:
Model Development Mitigation Cooperative Agreement**

**DEVELOPMENT MITIGATION COOPERATIVE AGREEMENT NO. _____
BETWEEN**

CITY/COUNTY OF _____

AND

CITY/COUNTY OF _____

FOR

a _____ (hereinafter referred to as PROJECT) in the City/County of _____

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the City/County of _____ (hereinafter referred to as SPONSORING AGENCY) and the City/County of _____ (hereinafter referred to as SUPPORTING AGENCY).

WITNESSETH

WHEREAS, the Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study identified freeway interchange, projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, the Measure I 2010-2040 Strategic Plan sets forth the policies by which the expenditure of Measure I funds are managed; and

WHEREAS, many of the interchange projects in both the Valley Freeway Interchange and Victor Valley Major Local Highways Programs require shared development contributions from a SPONSORING AGENCY and one or more SUPPORTING AGENCIES; and

WHEREAS, the PROJECT and associated expenditure phase are included in the SANBAG Nexus Study and are eligible to receive Measure I 2010-2040 funds; and

WHEREAS, SANBAG transacts all expense reimbursements for PROJECT with the SPONSORING AGENCY; and

WHEREAS, SPONSORING AGENCY and SUPPORTING AGENCY both have development mitigation fair share requirements for the PROJECT; and

WHEREAS, SANBAG requires the SPONSORING AGENCY to coordinate all minority share development mitigation fair share contributions identified in Nexus Study; and

WHEREAS, no allocation of Measure I funding by SANBAG will occur prior to the execution of the Development Mitigation Cooperative Agreement among development mitigation contributors identified for the PROJECT; and

WHEREAS, SPONSORING AGENCY wishes to begin the PROJECT; and

WHEREAS, SPONSORING AGENCY and SUPPORTING AGENCY are entering into this Agreement with the understanding that SUPPORTING AGENCY will provide SPONSORING AGENCY with the development mitigation fair share amount established by the Nexus Study for eligible PROJECT expenditures.

NOW, THEREFORE, SPONSORING AGENCY and SUPPORTING AGENCY agree to the following:

SECTION I

SPONSORING AGENCY AGREES:

1. That the SPONSORING AGENCY will provide __% of development mitigation funding for the PROJECT, which will come from development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the City's/County's development impact fee.
2. To maintain up-to-date PROJECT cost estimates for the PROJECT in the SANBAG Nexus Study and to notify the SUPPORTING AGENCY of changes to the PROJECT cost estimate included in the Nexus Study within thirty (30) days of approval by the SANBAG Board of Directors for PROJECT's scope of work included in Attachment A of this Agreement.
3. To invoice SUPPORTING AGENCY for development mitigation required by SANBAG Nexus Study no more frequently than once per month. Contractor invoices

shall be included with invoice to SUPPORTING AGENCY as the basis for substantiating the invoice amount for eligible PROJECT expenditures.

4. To abide by all SANBAG, State and, if applicable, Federal policies, procedures, and regulations pertaining to the PROJECT, including policies pertaining to the PROJECT in the Measure I 2010-2040 Strategic Plan.
5. To repay the SUPPORTING AGENCY any development mitigation costs that are determined by subsequent audit to be unallowable within thirty (30) days of SPONSORING AGENCY receiving notice of audit findings.
6. To execute a Project Funding Agreement with SANBAG as required by the SANBAG Measure I 2010-2040 Strategic Plan, and to be responsible for ensuring the PROJECT's compliance with the terms of the funding agreement.
7. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SUPPORTING AGENCY. Copies will be made and furnished by SPONSORING AGENCY upon request.
8. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support accounting activities associated with the delivery of PROJECT by the SPONSORING AGENCY and produce monthly reports which clearly identify invoice payments for PROJECT, including funding information.
9. To include SUPPORTING AGENCY in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to SUPPORTING AGENCY. SUPPORTING AGENCY Contact shall be _____.

SECTION II

SUPPORTING AGENCY AGREES:

1. That the SUPPORTING AGENCY will provide __% of development mitigation funding for the PROJECT, which will come from development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the SUPPORTING AGENCY's

development impact fee. Eligible PROJECT costs shall be contained in the Nexus Study and will be updated by SPONSORING AGENCY per Section I of this Agreement.

2. To reimburse SPONSORING AGENCY for expenditures incurred on PROJECT at a rate no more frequently than monthly within thirty (30) days following receipt of a progress invoice from the SPONSORING AGENCY.

SECTION III

IT IS MUTUALLY AGREED:

1. That the Agreement applies to all phases and scope of work for the PROJECT, as listed in Attachment A.
2. That the SUPPORTING AGENCY'S financial responsibility shall not exceed ____% of actual PROJECT costs for expenditures on the scope of work as listed in Attachment A, unless the fair share percentage is amended in the Nexus Study as a result of annexations or other changes to growth figures that affect development mitigation fair share contributions to the PROJECT. Any change in fair share percentages shall affect only development mitigation contributions subsequent to the amendment to the Nexus Study and shall not be retroactive.
3. That eligible PROJECT expenditures shall be limited to the PROJECT-specific work activities described in Attachment A to this Agreement and shall not include escalation, interest, or other fees.
4. That neither SPONSORING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SUPPORTING AGENCY in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to SUPPORTING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SUPPORTING AGENCY shall fully defend, indemnify and save harmless SPONSORING AGENCY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by SUPPORTING AGENCY under or in connection with any work, authority or jurisdiction delegated to SUPPORTING AGENCY under this Agreement.
5. That neither SUPPORTING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of

anything done or omitted to be done by SPONSORING AGENCY in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to SPONSORING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SPONSORING AGENCY shall fully defend, indemnify and save harmless SUPPORTING AGENCY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by SPONSORING AGENCY under or in connection with any work, authority or jurisdiction delegated to SPONSORING AGENCY under this Agreement.

6. That this Agreement will be considered terminated upon the complete payment of development mitigation for eligible costs of PROJECT by SUPPORTING AGENCY or by SANBAG termination of Project Funding Agreement with SPONSORING AGENCY.
7. That the terms of this Agreement represent the mutual consent of the SPONSORING AGENCY and SUPPORTING AGENCY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure of either party to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may use the failure of either party to perform according to the terms of this agreement as justification for termination or modification of SANBAG's Project Funding Agreement with the SPONSORING AGENCY if this failure jeopardizes the delivery of the PROJECT according to the terms of the Project Funding Agreement.

City/County of

By: _____

Mayor

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

City/County Attorney

Date: _____

City/County of

By: _____

Mayor

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

City/County Attorney

Date: _____

Attachment A

(Project Description)

Project Scope, Schedule and Estimated Cost by Phase

Proposed Project Work:

Proposed Project Schedule

	Start	Finish
PA/ED:		
PSE:		
ROW:		
CONST:		

Summary of Project Costs by Phase (Estimate):

Total Project Cost \$

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation

MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996